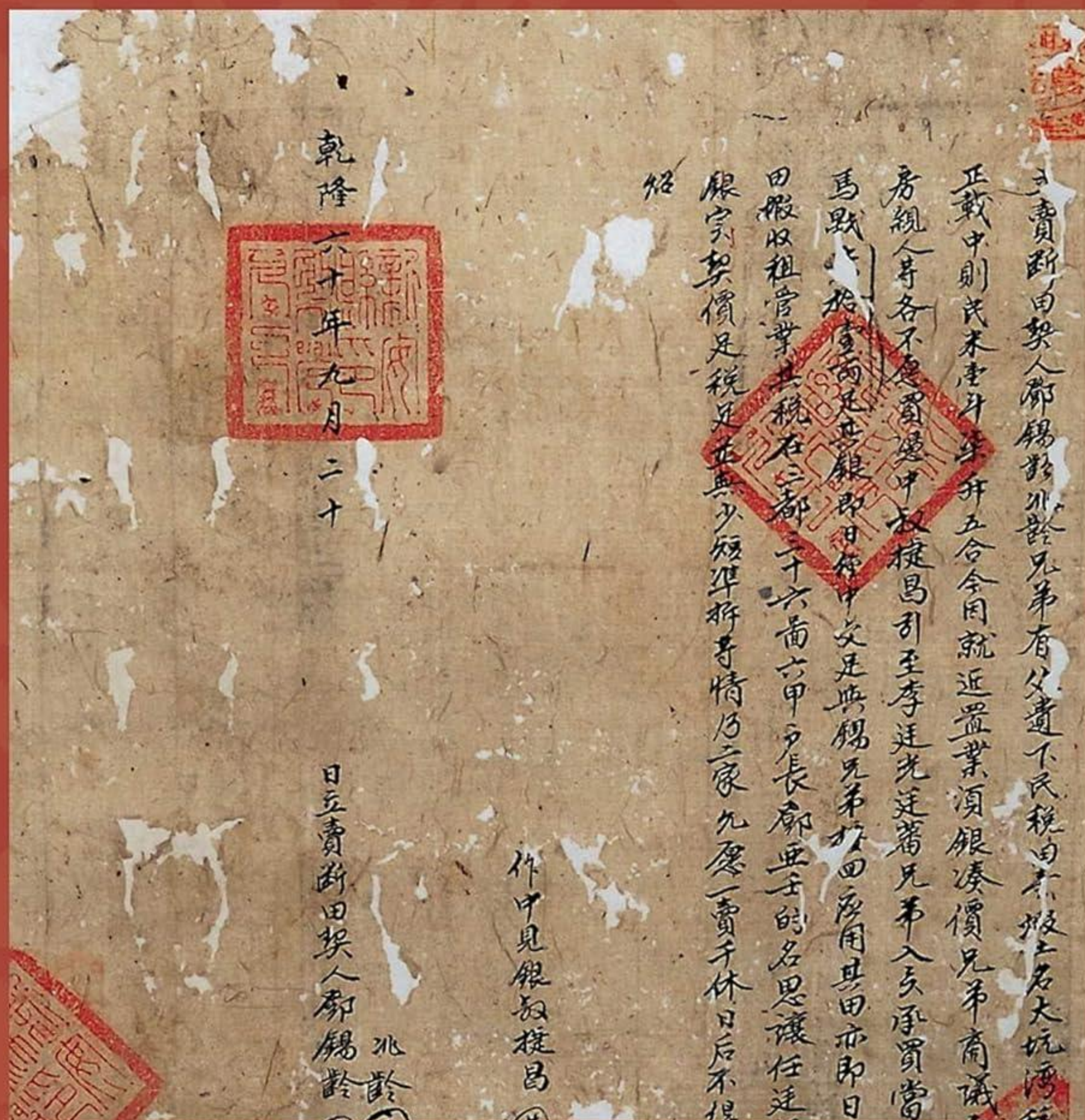




Royal Asiatic Society Hong Kong Studies Series

Custom, Land *and* Livelihood *in* Rural South China

The Traditional Land Law
of Hong Kong's New Territories, 1750–1950



Patrick H. Hase

Custom, Land and Livelihood in Rural South China

Royal Asiatic Society Hong Kong Studies Series

Royal Asiatic Society Hong Kong Studies Series is designed to make widely available important contributions on the local history, culture and society of Hong Kong and the surrounding region. Generous support from the Sir Lindsay and Lady May Ride Memorial Fund makes it possible to publish a series of high-quality works that will be of lasting appeal and value to all, both scholars and informed general readers, who share a deeper interest in and enthusiasm for the area.

Recent titles in the RAS Hong Kong Studies Series:

Hong Kong Internment, 1942–1945: Life in the Japanese Civilian Camp at Stanley

Geoffrey Charles Emerson

East River Column: Hong Kong Guerrillas in the Second World War and After

Chan Sui-jeung

Southern District Officer Reports: Islands and Villages in Rural Hong Kong, 1910–60

Edited by John Strickland

Cantonese Society in Hong Kong and Singapore: Gender, Religion, Medicine and Money

Essays by Marjorie Topley; edited and introduced by Jean DeBernardi

Early China Coast Meteorology: The Role of Hong Kong

P. Kevin MacKeown

Forgotten Souls: A Social History of the Hong Kong Cemetery

Patricia Lim

Ancestral Images: A Hong Kong Collection

Hugh Baker

Escape from Hong Kong: Admiral Chan Chak's Christmas Day Dash, 1941

Tim Luard

Governors, Politics and the Colonial Office: Public Policy in Hong Kong, 1918–58

Gavin Ure

Scottish Mandarin: The Life and Times of Sir Reginald Johnston

Shiona Airlie

Portugal, China and the Macau Negotiations, 1986–1999

Carmen Amado Mendes

Custom, Land and Livelihood in Rural South China

The Traditional Land Law of Hong Kong's
New Territories, 1750–1950

Patrick H. Hase



香港大學出版社

HONG KONG UNIVERSITY PRESS

Hong Kong University Press
The University of Hong Kong
Pokfulam Road
Hong Kong
www.hkupress.org

© Hong Kong University Press 2013

ISBN 978-988-8139-08-8

All rights reserved. No portion of this publication may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopy, recording, or any information storage or retrieval system, without prior permission in writing from the publisher.

British Library Cataloguing-in-Publication Data

A catalogue record for this book is available from the British Library.

10 9 8 7 6 5 4 3 2 1

Printed and bound by Condor Production Ltd., Hong Kong, China

For James Hayes

an inspiring teacher,
a profound scholar,
a man of great generosity of spirit,
and a true friend.

Contents

Preface and Acknowledgements	ix
Introduction: The Traditional New Territories, Land and Society	1
Part 1 The Imperial and Customary Land Laws: An Overview	
1. The Imperial Land Law	25
2. The Customary Land Law	39
3. Registration for the Land Tax and the Collection of Land Tax	71
Part 2 The Customary Land Law and Transactions in Land	
4. Arable Land: Family Holdings, Trusts and Clan Holdings	97
5. Restraints on Transactions in Land	117
6. The Next Heir	135
7. The Middleman and the Role of the Community in Land Transactions	143
8. Temporary and Reversible Alienations: Mortgages and Leases	159
9. Land Deeds and the Japanese Occupation, 1941–1945	171
10. An Afterview	177
Part 3 Customary Land Deeds	
Introduction	185
Pre-British Period Deeds (Deeds 1–68)	195
Early British Period (1901–1941) Deeds (Deeds 69–82)	323
Japanese Period (1941–1945) Deeds (Deeds 83–94)	343
Post-War (1945–1975) Deeds (Deeds 95–100)	357
Other and Miscellaneous Deeds and Documents (Deeds 101–119)	365
Appendix: A Note on Measures	401
Notes	409
Bibliography	459

Indexes

General Index	467
Index of Persons	479
Index of Places	499

Preface and Acknowledgements

I became fascinated with the traditional Land Law of the New Territories thirty years ago. Utter chance led me, with Dr David Faure, to discover the books and papers of Yung Sze-chiu (翁仕朝, 1874–1944) in his house just outside Hoi Ha (海下) village, in North Sai Kung.* Eventually, I was able to convince Yung Sze-chiu's descendants to place these papers on permanent deposit in the Central Library of the then Regional Council. As part of the negotiations with the Yung family, I prepared a catalogue of all Yung Sze-chiu's loose papers, and among them his land deeds, of which there were several dozen. These brief, succinct, but clearly carefully written documents immediately started ideas about the Land Law which they reflected. Yung Sze-chiu's handwritten exemplaries, several of which contained exemplars of land deeds also fascinated me. Even then, I felt an edition and translation of these deeds was desirable.

Ten years later, in the context of my work on the history of Sheung Wo Hang (上禾坑) village, my wife and I stumbled upon two further collections of land deeds, again entirely by chance. One, indeed, was found as a set of screwed up papers in a waste-paper bin, awaiting collection by refuse collectors. These two collections provided me with access to several dozen more deeds, and fired my interest yet more. Both sets, with the Hoi Ha papers, are today in the Central Library of the Cultural Services Department, either as originals or copies. I came to realise how central the Customary Land Law had been to the life of the villagers of the New Territories, and how much light the deeds could throw on this vital subject. An edition and translation seemed more and more essential.

* Placenames in Hong Kong are given as in the *Gazetteer of Placenames in Hong Kong, Kowloon, and the New Territories* (Hong Kong Government, 1960), with characters on first appearance. Placenames outside Hong Kong are given in the same Cantonese transliteration as in the *Gazetteer*, with pinyin and characters on first appearance. See Map 1 for places mentioned in the text.

For a number of years, I merely turned the idea of an edition and translation of the deeds over in my mind. I could not help but feel that other hands would do the job better than mine: scholars with a legal background, and whose Chinese was better than mine. Many discussions with Dr James Hayes, who consistently urged me to do the job, led me, however, to decide that I would see if I was capable of it. Dr Hayes gave me copies of a substantial number of deeds from his own collection, to add to those I already had copies of. Five years ago, I started on the task in earnest – this book is the result.

Even the most cursory glance at the book will show that it could not have been written, and would never have been completed, without the constant advice, help, and encouragement of Dr Hayes. Without his sympathetic and encouraging support, I would have abandoned the project long since. My thanks to him cannot be adequately expressed, and the dedication of the book to him is merely a slight acknowledgement of my indebtedness.

Many others have also been of the greatest assistance. Dr Rubie Watson and Dr Kentaro Matsubara, as well as Dr Hayes, read the text in draft and gave me most helpful and enlightening comments. Both Rubie and Kentaro urged me to carry on with the book when I felt like abandoning things. All their views have been incorporated into the text as far as possible, but the errors and infelicities which remain are entirely mine.

I would like to thank Dr Thomas Hase, my son, for going beyond the call of duty and reading the text twice, to give me the views of an educated but non-specialist reader (he is a scholar of pure physics). I am very grateful for his comments, many of which were of the greatest help.

Ms Eva Kwok, who gave me very substantial help in the translations, transcription, and punctuation of the deeds, provided assistance which I could not have done without. The staff of the Central Library of the Leisure and Cultural Services Department of the Government of Hong Kong have also been most helpful in providing me with scanned copies of deeds and in many other ways.

Many other people are owed thanks for general and particular assistance, especially in translations (Mr Tim Ko Tim-keung, Miss Cheng Shui-wah and Mrs Rachel Miller), and in many other areas.

The plates are printed here by courtesy of the Central Library of the Cultural Services Department of the Government of Hong Kong (Plates 1–3 and 6–12), Dr James Hayes (Plates 4 and 5), and Mr Tim Ko Tim-keung (Plates 13–16). My grateful thanks go to all those who gave permission for their photographs to be used in this way.

Finally, my thanks are due to my wife, Aileen, for letting me spend so much of my time on this book, and for raising my spirits at those times when I felt I could not continue.

Introduction

The Traditional New Territories, Land and Society

Preamble: Words and Terms

A problem which arose in preparing this book requires discussion right at the start. The problem is that the book is written in English. English has a rich legal vocabulary, but that vocabulary is a Common Law vocabulary. Furthermore, as time has passed and society has become more complex, that Common Law vocabulary has become ever more precise and exact. The Customary Land Law of the New Territories of Hong Kong was not in any way based on the Common Law, and the society in which it grew up and flourished was a simple and unsophisticated one. The only words available in English for discussing the traditional Land Law, however, are words with precise Common Law meanings, which do not fit the local Customary Law concepts exactly.

The Customary Land Law of the New Territories grew up in a simple rural area of subsistence rice-farmers, a society without lawyers or legal textbooks, and almost entirely without formal litigation. Its concepts thus lack the subtlety of sophisticated modern legal systems, since they grew up in a far simpler society. The English words used to analyse this traditional Land Law have therefore to be read with broader meanings than in a modern Common Law situation.

“Mortgage”, “foreclosure”, “sale” (and “absolute sale”), “landowner” (and “ownership”), “trust”, “deed”, “interest” (in land), “land tax”, “warranty”, “heir”, (and “next heir”), and many other terms are thus used here with meanings which differ, at least in detail, from the normal meanings as used in modern legal English. The differences are, to a large degree, immaterial in the context of discussions of broad principles, but difficulties will arise if readers attempt to press the terms towards their exact modern Common Law meanings.

Many of these differences are discussed below, to clarify the meaning the terms bear in this book, but the indulgence of readers is sought in advance for any terminological difficulties which they may encounter.

The Importance of the Study of the Customary Land Law

For the villagers of the traditional society of the New Territories of Hong Kong, there was nothing more important than the ownership and control of rice-land. Rice-land adequately supplied by water gave the family owning it access to rice, the staff of life. Villagers were overwhelmingly subsistence farmers. There were shops in the local market towns where rice could be bought, but these were designed essentially to serve the artisans of the market towns, the fishermen, and others with no access to rice-land. They dealt in only relatively small quantities of rice: for most villagers, either rice was grown on the family rice-land, or the family went hungry. With rice-land and water, the family would survive; without it, survival was, at the least, problematic.

The ownership and control of rice-land required there to be a system of Land Law. It was essential that everyone knew what rice-land was owned by each villager family, under what legal conditions, and who the owner of every tiny patch of rice-land was. Disputes about ownership, inheritance, partition, mortgage, sale, or rental; problems as to the payment of taxes due on the land, or about local levies; questions about rights to dispose of the land, or the rights of heirs – all these and much else required there to be a workable system of Land Law known to everyone by which the problems could be adjudicated and resolved.

The Chinese state had had written codes of Land Law with, by the nineteenth century, a history of well over a thousand years. These codes of Land Law were, however, pre-modern, underpinned by concepts of law which differed significantly from modern ideas. In particular, they did not systematically articulate the land rights of individuals in any given circumstances, although they did lay down criminal penalties for certain infringements. Furthermore, over much of China, this Imperial Land Law was not, in practice, enforced, or enforced only partially, but instead systems of local traditional and Customary Land Law were in place, differing from district to district in China, although often with only slight variations.

To understand the life of the traditional villagers, it is essential to understand the Land Law under which they owned and controlled land, the most vital of all resources. This requires studies to be undertaken area by area, region by region, of the local Customary Land Law, so that a fuller understanding can be had of the totality of the rules by which villagers lived and operated.

This book attempts to sketch the Customary Land Law of the New Territories by an analysis of a little more than 100 traditional land deeds, dating from the mid-eighteenth to the mid-twentieth century.¹ The deeds used are transcribed and

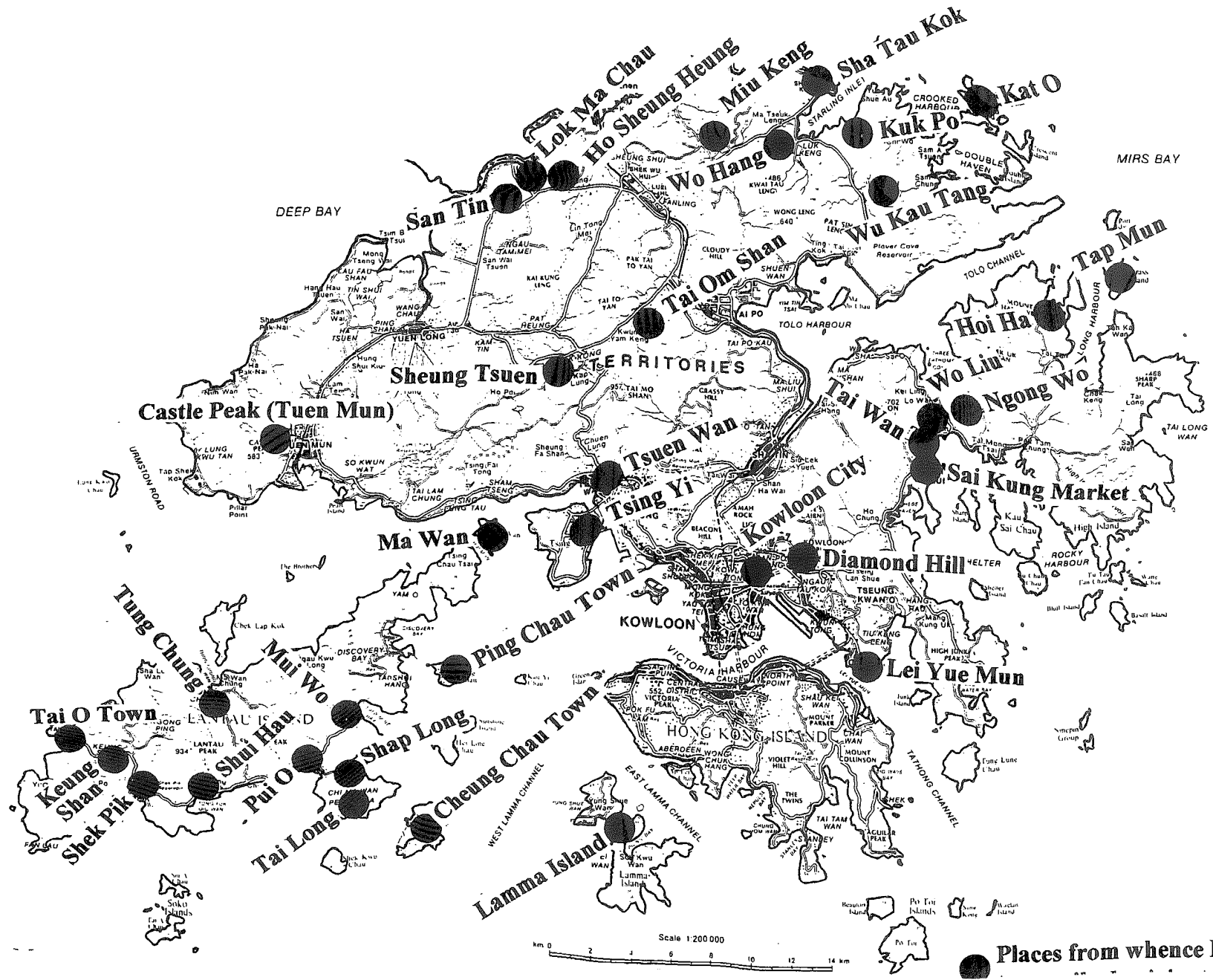
translated as Part 3 of the book. The deeds are a fertile source of information on the attitudes and legal concepts of the men who drew them up. An analysis of the information contained in the deeds is in Part 2 of the book. Part 1 of the book is an overview of the Imperial and Customary Land Laws. It is hoped that this study will provide an initial understanding of the way in which New Territories rice-land was owned, controlled, alienated, and inherited, and so clarify the lives and attitudes of the villagers who lived by this law.

Because the book is essentially a study of surviving customary land deeds, it concentrates on those aspects of the Customary Land Law which are illuminated by the deeds, especially the customary rules and practices on land transfers and alienation.

The Customary Land Law was never an absolutely hard and fast system, or an inviolable or rigid code. It was the sum of the rules by which villagers managed and controlled land, although those rules were well understood and implemented throughout the area. Moreover, as with every other aspect of village life in the area, there were differences from village to village. In some, there had been no sales of land to outsiders at all during the 150 or 200 years before the takeover of the New Territories by the Hong Kong Government: in such villages, the customary rules on alienation of land might not have been a matter of universal and detailed knowledge and understanding. In other villages, sales were sufficiently frequent for the rules to be well understood. There were also variations between how the rich and powerful saw the Customary Land Law and how the poor saw it. The customary rules were rarely considered by any formal Court of Law (but see Part 3, Deeds 1–4), because of the great unwillingness of the villagers to go to law; as a result, few if any legal rulings existed to stabilise or formalise the system, which was, therefore, in theory, open to variation.

However, despite all this, variations in how the customary rules were put into practice were minor. In general, differences and variations cannot be discerned in the documents as we have them.² The Customary Land Law was thus to a very large extent a universally accepted and understood code of rules in place over the whole of the area, despite marginal differences between villages. The customary land deeds show a great uniformity of approach and concept throughout the area from the mid-eighteenth century to the 1940s, thus presupposing a similarly generally uniform concept of Customary Land Law.

Village scholars were educated in similar ways in all the local villages. They met regularly and exchanged ideas and copies of books and documents, including notebooks of exemplars of land deeds. They would have shared a similar attitude towards what was “the right way of doing things”. It was the village scholars who



Map 1

Places from whence Deeds

drafted deeds. Their input into land alienation was, therefore, strong. The influence of village scholars would thus have been a powerful factor towards standardisation of the local Customary Land Law.

The customary rules and practices disclosed and reflected by the local New Territories customary land deeds were very ancient. The Land Law underlying the Tang and Sung land deeds as discussed by Valerie Hansen show rules and practices which mirror closely the rules and practices in place in the New Territories a thousand years later. This long tradition would also have been a powerful stimulus to uniformity.³

Taking all this into account, therefore, the New Territories Customary Land Law was very conservative and slow to change. It was inclined towards uniformity. Despite marginal differences, it was not a mere random set of practices. Even though it was not a rigid or inviolable code, it is reasonable, nonetheless, to call the legal system in place in the traditional New Territories the Customary Land Law.

The Traditional New Territories: Government and History

Hong Kong Island had been made a British possession after the First Anglo-Chinese War (1840–42); the Kowloon Peninsula was added after the Second Anglo-Chinese War (1858–60). Concern about the defensibility of the Colony of Hong Kong led the British to seek a lease from the Chinese Government of a large area on the landward side of the old Colony; this was agreed in 1898. The leased area was taken over in 1899. This leased territory became known as the New Territories.

The area which became Hong Kong between 1841 and 1899 comprised about half of one single Chinese county (縣), the County of San On (新安縣, Xinan: from the early twentieth century renamed Po On, 寶安, Baoan). San On was one of more than a dozen counties under the supervision of the Prefect of Canton (Guangzhou, 廣州), who in turn was one of more than a dozen prefects under the supervision of the Governor of Kwangtung (廣東, Guangdong) and the Viceroy of the Double Kwang. The area which was to become the New Territories was far from Canton, relatively poor, and mountainous. Government interest in this remote area had been low before 1899: even in the later nineteenth century, control by the San On Magistrate was light.

In 1898, the New Territories were thus cut out from this ancient County of San On. At that date, the County Magistrate (知縣) had his yamen (衙門, official headquarters) at Nam Tau (Nantou, 南頭), outside the New Territories, to the northwest, on the shore of the Pearl River.⁴ The San On Magistrate had four assistants. The senior of these, with the title of Deputy Magistrate (縣丞), had his yamen at

Tai Pang (Dapeng, 大鵬) to the east, also well outside the New Territories, close to the shore of Bias Bay (大鵬灣). The second assistant, with the title of Assistant Magistrate (巡檢) had his yamen at Fuk Wing (Fuyong, 福永), a good way outside the New Territories, to the north, also on the Pearl River shore. The third assistant (also with the title Assistant Magistrate 巡檢) had his yamen at Kowloon City (九龍城) in 1898, in the centre of the south of the New Territories area.⁵ The fourth Assistant Magistrate, with the title of Chief of Police (典史), had his yamen in Nam Tau, close to the Magistrate's yamen. There were also a Director of Education and his Deputy (教諭 and 訓導), with yamen in Nam Tau. The Land Tax Registry, the Land Tax Archives, and the Land Tax Accounting Office of the County were all centralised in the Magistrate's yamen at Nam Tau. The Magistrate had a staff of clerks to administer this vital part of his duties.

Despite this structure of offices, however, the Magistrate had only a small staff to help him administer his duties. As well as the Land Tax Registry clerks, he had a few other clerks to keep his files, take his orders to the villages, or to do anything else which required action by the Magistracy outside the yamen. The clerks (吏), however, numbered only ten, including the seven "Document Clerks" (典吏) handling the land tax, although it is possible that the Magistrate employed others extra to the establishment. There were also small groups of "runners" (差役, or simply 差), men who could run urgent messages for the Magistrate. These runners also acted as police (see Deeds 3 and 4). Finally, there was a small group of "Treasury Guards" (卒), soldiers who kept order within the yamen, managed its small jail, and who guarded the Treasury, where silver paid in tax was stored, and then protected it on its long journey to the Provincial Treasury in Canton. The Magistrate had an establishment of eighty-three runners and Treasury Guards. He also had an establishment of twenty-seven "Courier Soldiers" (舖兵) responsible for the Government Postal Service, which ran routes east from Nam Tau to Tai Pang through Sham Chun (Shenzhen, 深圳), with a branch running south from Sham Chun to Kowloon City (九龍城), and another north from Nam Tau to Tung Kwun (Dongguan, 東莞), where the route connected with another route, from Tung Kwun to Canton. Each of the Assistant Magistrates had only two Treasury Guards, one Clerk, and a couple of runners under his control: the clerks attached to these Assistant Magistrates, and to the Director of Studies and his Deputy, were extra to the Magistrate's establishment. However, even if all the staff of the Magistracy were counted together, down to the lowest grade, in all seven offices and sub-offices, it is doubtful if the San On Magistrate had as many as 150 people he could call on for assistance, and probably substantially fewer than that.

The area which became the New Territories was all taken in 1898 from the area previously under the administration of the Kowloon City Assistant Magistrate, and comprised about ninety per cent of that administrative sub-district.

Apart from the Treasury Guards and Courier Soldiers, who were at the Magistrate's command, most of the military forces in the county were under the control of a Colonel (參將) who answered to the Provincial Military Headquarters in Canton. The Colonel was an officer of the same rank as the Magistrate, and could not be ordered to do anything by the Magistrate. In 1898, there were two battalions (營, these battalions were often called "Wings" 翼) of soldiers in the county, headquartered at Nam Tau (the "Left Wing") and Kowloon City (the "Right Wing"), with the County Military Headquarters being in Kowloon City: the Nam Tau Battalion was under the command of a Major (遊擊).⁶ Many of the soldiers at the Colonel's command were spread out through a network of small coastal defence forts which guarded the various anchorages along the coast. Originally, a network of "war-junks" (哨船) had patrolled the seas between the coastal defence forts to put down pirates, but these had, it would seem, been mostly destroyed in 1858 in a battle with the British Royal Navy at Tung Chung (東涌) on Lantau Island, and seem never to have been replaced. The local Colonel had a theoretical establishment of 1,800 soldiers (1,000 under the Nam Tau Wing and 800 under the Kowloon City Wing), but, in the nineteenth century, many of the county military posts were unfilled: it seems likely that the local Colonel had only a few hundred soldiers actually under his command by 1898.⁷ The Colonel was also responsible for supervising and training the local militia, or "trained bands" (憲團練). These were village volunteer groups which were designed to keep order within the village areas behind the coast, and which received basic training from the military.

Given these very small civilian and military establishments, the Magistrate and the Colonel were never able to provide "government in depth" within San On County. The system assumed that the people would rarely come to the Magistracy to seek help or to have cases judged in his Court, thus leaving the Magistrate to concentrate on his essential duties of collecting the land tax and ensuring peace and quiet by liaising with the gentry and local leaders of the area.

The villagers were fiercely independent, managing their own and their village's affairs themselves. They were, indeed, even willing to take up arms to defend themselves from outside pressure: inter-village wars and armed conflict were common, especially in the 1860s and 1870s, when the Imperial Government was at a low level of effectiveness.⁸ Their robust self-confidence, indeed, strongly impressed Hong Kong Government officials when they took the area over from 1899.⁹

The area had begun to be settled by Chinese farmers from the late Southern Sung (twelfth and thirteenth centuries). There were a number of ancient and wealthy villages in the west and north of the New Territories area. These villages, mostly founded in the Southern Sung, and so the oldest settlements in the area, not surprisingly occupied the best and most fertile land: they were proud of their antiquity and the wealth and power it brought them. These ancient villages were still able at the end of the nineteenth century to exert a good deal of pressure over their immediate neighbours (they called them their “tenants and allies”, 朋佃).

However, in the centre and east of the area, the dominant political structure was by that time the inter-village anti-bandit league (*yeuk*, 約), by which the elders of a group of villages would swear an oath to unite their strength to fend off unwelcome outside interference in their affairs, especially from the ancient, wealthy villages around them. In the areas where the dominant political structure was the *yeuk*, landlords or other wealthy outsiders had very little practical power by the later nineteenth century.¹⁰

In the mid-seventeenth century, the history of the area had been brutally shattered by the Coastal Evacuation (1661–69). This was an attempt by the fledgling Ch’ing Government to deal with the problem of Ming remnants on Taiwan under Koxinga, who had refused to submit to the Ch’ing when the rest of China did in 1641.¹¹ In 1661, the Ch’ing Government attempted to deny Koxinga and his troops access to potentially sympathetic areas along the Mainland coast, by driving everyone living near the coast inland, so that the forces of Koxinga could not get any succour from them. Nothing was done, however, to feed or house those driven inland: vast numbers died of starvation in consequence.

The first San On Magistrate after the Evacuation (Lei Ho-shing, 李可成, Li Kecheng) stated that, of the population of the county, “at least half died” in the Evacuation.¹² He encouraged newcomers to settle in the area, to take up land where no one had come back from the Evacuation to reclaim their property, or else to take up tenancies where the numbers of returnees were too small to till the land effectively. While many of the newcomers were Punti (本地, “Cantonese-speakers”), it was during the repopulation of the area after the Evacuation that the first Hakka (客家) seem to have come into the New Territories. By the eighteenth century, over half the population, especially in the centre and east of the area, were Hakka. It was at this period, indeed, that the centre and east of the area was first fully settled.

The consequences of all these changes were very great. The newcomers, both Hakka and Punti, were tough and self-reliant. It was their descendants, together with those older-established, smaller Punti villages which had been able to remain

free of “tenant and ally” subservience to the ancient and wealthy clans, who established the *yeuk* system, mostly in the early and middle nineteenth century, which provided the basic structure of the society present in 1899.

Before 1899, arable land was traditionally considered to have two landholders, one (the *tei pei*, 地皮, “skin of the land” or “topsoil landholder”) with the right to till the soil and to take the produce, the other (the *tei kwat*, 地骨, “bones of the land”, or “subsoil landholder”) with the right to take a rent-charge from the land.¹³ The *tei kwat* landholder was responsible for paying the land tax due from the land, if any. Both rights were hereditary and perpetual. Both could be sold or mortgaged.

The Hong Kong Government insisted that all the cultivators should be given identical rights to their land, that they should all equally pay the new land tax (“Crown Rent”) at the same standard rates, and that they should not pay anything to anyone claiming to be the *tei kwat* landholder.¹⁴ Only tenancies which were genuinely tenancies-at-will or formal tenancies for a term of years were to be countenanced for the future, but no perpetual tenancies.¹⁵ The Hong Kong Government instituted this land reform not because it wanted to introduce any new or revolutionary system of landholding, but because it felt that, by making these changes, it was merely enforcing the norms of the Imperial Chinese Land Law, which they felt ought to have been in place before their administration came into being.¹⁶ Nonetheless, the changes were far-reaching, with important social and cultural implications within the area.

This land reform sharply weakened the ancient clans of the richer Punti villages (which had held the *tei kwat* rights to most of the New Territories) and strengthened the self-confidence and self-reliance of the villagers who had previously been *tei pei* landholders, and, as such, the perpetual customary tenants of the wealthier clans.

Throughout the nineteenth century, the tenant villages had been slowly strengthening their social, economic, and political position in the area as against the ancient Punti clans. The Hakka villages (essentially all *tei pei* clans) had thus campaigned for a long time to be allowed to sit the Imperial Examinations in San On County alongside their Punti neighbours (their *tei kwat* landlords). Their victory in this regard in 1802 (see further below) marked the start of a long string of successes for the minor families of the county.

The Punti elders (essentially all from the ancient Punti villages) had long had an organisation within the eastern half of the county (the Tung Lo, 東路, “Eastern Roads”) called the Tung Ping Kuk (東平局, “Council for Peace in the East”).¹⁷ This Council, together with the Council of the Graduates (all of them, before 1802, being Punti), was one of the pivotal organisations in the county. These two

Councils were the normal bodies the Magistrate would have gone to for advice. Probably from about 1800, the Hakka elders founded a rival organisation, the Tung Wo Kuk (東和局, also meaning “Council for Peace in the East”), and demanded that the Magistrate seek their advice, in addition to that of the Punti elders.¹⁸

New markets were founded in the nineteenth century, in most cases by groups of minor families seeking to break the hold exercised over them by the ancient Punti families who owned and dominated the older markets as well as holding the local *tei kwat* rights – examples include the new markets at Sha Tau Kok (沙頭角), founded about 1800, and Tai Po (大埔), founded in 1892, after over a hundred years of pressure.¹⁹ These two new markets were founded in despite of the ancient Punti clans of the Cheungs (張) of Sham Chun (Shenzhen, 深圳), and the Tangs (鄧) of Tai Po Tau (大埔頭) respectively.²⁰

More importantly than any of these signs of changing times, however, was the establishment by the small and weaker villages of oath-sworn, inter-village, mutual-aid alliances, or *yeuk* (約). The successful establishment of a *yeuk* usually meant that the older *tei kwat* landholder lost most, or all, of its influence. The establishment of a *yeuk* thus sometimes implied the ancient *tei kwat* clan being reduced to the bare collection of rent-charges, without the retention of any real social influence. In some places, they even lost the capacity to collect any rent-charge at all. The willingness of the members of a *yeuk* to go to war to ensure that they could establish or keep their independence from the ancient Punti clans helped in this development. Many of the inter-village wars in the area in the later nineteenth century were between ancient *tei kwat* landholders and associations of their tenants: most ended in victory for the tenants.

By the end of the nineteenth century, when the Hong Kong Government took over the New Territories, *yeuk* associations were the dominant social organisation in the centre and east, in what are today the districts of Sai Kung (西貢), Sha Tin (沙田), and Tsuen Wan (荃灣), and in the Sha Tau Kok and Ta Kwu Ling (打鼓嶺) areas of Northern District.²¹ Much the same had been true of Tai Po District since the successful establishment of the new market there in 1892. The ancient Punti *tei kwat* clans were able to continue to dominate the smaller families around them, whether politically or socially, mostly only in the Islands,²² in the present-day Yuen Long District, and in the western part of Northern District.

In 1899, a number of the ancient Punti clans rose up in armed opposition to the takeover of the New Territories. The resulting war (“The Six-Day War”, as the villagers called it) showed the limitations of their power.²³ They were able to bring out most of the manpower of the present-day Yuen Long District, but were able to get

only very little support from the areas which were by then dominated by the *yeuk*. After the war was brought to its inevitable conclusion (at the cost of five hundred villagers dead), the ancient Punti clans lost a good deal of influence: their tenants immediately petitioned the new authorities to grant them independence from their erstwhile masters.

By 1899, therefore, the trend towards the loss of position by the ancient *tei kwat* landholder clans and the increase in the social and political position, and the resultant self-confidence, of the smaller *tei pei* villages had already gone a long way. Nonetheless, the refusal to allow the payment of any rent-charge to the ancient clans still had a major effect: the ancient Punti clans thereafter lost what remaining influence and prestige they still had other than the (far from insignificant) position their wealth gave them. The land reform was a revolutionary change, even if the Hong Kong authorities never intended it to be so.

After the takeover of the New Territories in 1899, the villagers found themselves much closer to a more effective government than before. The new District Offices had more staff, and were each responsible for a much smaller area than the old official yamen. There were far more police, and the army, too, was present in greater numbers than before. Furthermore, the new roads made it easier for officials to visit the villages. This much more efficient and ever-present administration was one of the major changes introduced by the new government.

The Traditional New Territories: Society and Demography

The society of the New Territories during the period when the traditional Land Law was in force – that is, before the takeover of the area by the Hong Kong Government in 1899, and, with some modifications, between 1899 and the 1950s – was not a highly sophisticated one.

The area was extremely mountainous, especially in the centre and east, and in the Islands. The New Territories comprised 240,640 acres, but, in 1905, only 43,673 acres were occupied by houses, other buildings, and cultivated land. The remaining 196,967 acres, or seventy-two per cent of the whole, was waste, mountain, and marsh.²⁴ Since at least half the arable land lay in the more fertile western and north-western plains, which occupied at most a quarter of the whole area, the remaining part of the New Territories cannot have had more than about fourteen per cent of its land surface actually occupied by houses or tilled land. Most of the area which became the New Territories in 1898 was, therefore, wild. Much of it was rocky, grass-covered hillside, with patches of dense woodland in the steep

ravines through which the mountain streams passed. In some areas, more extensive stretches of forest still survived in 1898, despite centuries of fuel-cutting. In the far north-west of the area, there were extensive marshes along the coast, full of egrets and duck. Tiger, deer, and wild boar were common. Many of the larger villages kept packs of hunting dogs and hunted game – the local markets were well known for the sale of game, in particular wild boar and deer in Kowloon City (九龍城) and Tai Po (大埔), and wild duck, for which Yuen Long (元朗) was especially famous. Things had changed only a little by 1950, except in the immediate vicinity of the City.²⁵

The larger Hong Kong area had few substantial towns in 1900. The largest of the landward towns were Nam Tau, the county capital, and Sham Chun (Shenzhen, 深圳). Both lay outside the New Territories area, Nam Tau some miles to the north-west, and Sham Chun immediately north of the new border, in the centre of the most fertile stretch of land in the county, the Sham Chun River plain. Of the fishing ports, the largest was Cheung Chau (長洲) within the New Territories. None of these towns were very large: Cheung Chau had a total population of about 7,600 in 1911; Sham Chun and Nam Tau occupied much the same area as Cheung Chau, and must have had about the same population. Tai O (大澳), the second largest fishing port in the New Territories, also had a total population of about 7,600 in 1911, and was thus much the same size as Cheung Chau.²⁶ Kowloon City, the largest of the landward market towns in the New Territories, was only about half the size of Cheung Chau. There were half a dozen other market towns within the New Territories, each with about fifty to 100 shops,²⁷ and resident populations of less than a thousand: the largest were Tai Po and Yuen Long.²⁸ These small urban centres provided all the basic marketing services needed by the villages, but they were in no way sophisticated urban centres. By 1950, the major New Territories market towns (Cheung Chau, Tai O, Yuen Long, and Tai Po) had grown substantially, although they were still no more than rural market towns, providing basic services to the surrounding villages. Most were still quite small, with between three and six streets of shops. Kowloon City and Sham Shui Po (深水埗), which were essentially still rural market towns in 1898, had been swallowed up in the urban area by 1950.

For any higher-level metropolitan services, villagers would, before 1841, have had to make the seven-day journey to Canton (廣州, Guangzhou), the prefectural and provincial capital, but very few ever made this arduous trip. After 1841, with the foundation of the great port-city of Hong Kong, a major and self-consciously sophisticated and modern city grew up much closer, within a day's journey.

Villagers made the trip into the new city more frequently than their forefathers had made their way to Canton, but still only relatively rarely. After the 1870s, when Yaumatei (油麻地), in Kowloon, developed as part of this modern metropolis, villagers made their way there, too. Contact with the City, especially from the central part of the Mainland New Territories, became steadily more frequent after the Kowloon-Canton Railway was opened (1909), and the Tai Po and Castle Peak Roads were built (motor-buses began to run along them from 1919).²⁹ However, some parts of the New Territories (especially Sai Kung, 西貢, and the Islands, 離島), came into close and easy contact with the City only after the end of the Japanese Occupation in 1945.

Within the New Territories there were some 670 villages, mostly small, with populations typically of between about thirty-five and a few hundred individuals.³⁰ The villages were mostly clan villages.³¹ Many were single-clan villages, in which all the male residents believed themselves to be descended from one single founding ancestor (太公 or 大太公).³² Other villages had populations descended from a small group of closely related founders – two brothers in many cases, or three cousins. Yet others had residents of three, four, or up to a dozen surnames or so, but were still clan villages. Many of these multi-surname villages had been founded by small groups of friends who had settled there together; others had at some date allowed newcomer families to settle among the older villagers. These multi-surname villages were, nonetheless, in 1898, seen as clan villages since all the residents were descended from one or other of the founding fathers, either one of the original clan founders or a subsequent settler clan founder. With the exception of Tsuen Wan (荃灣), the suburban area close to the City, the market towns, and a scatter of small new suburban settlements along the railway and roads, the overwhelming majority of the population, even in the 1950s, were still from the same clans as in 1898.

The villages, in both 1899 and 1950, mostly consisted of short terraces of single-storeyed, lime-washed brick houses, usually built on stone foundations, and set with their backs to the mountains, with dense woods of *fung shui* (風水, fengshui, “geomancy”) significance between them and the hill-slopes, and facing their fields in front. Such villages sat very beautifully in the landscape: rows of simple houses, with the bamboos and banyans of the *fung shui* wood behind, with the mountains in the background, and facing the brilliant green of the rice-fields in front.

These village houses were small. Fir-poles for rafters were imported into the local market towns from villages in China which specialised in growing them. These were imported at a standard length of about fourteen feet, which made for a

standard width for the village house of about thirteen feet. Houses were built about twice as long as they were wide, to a total area of about 340 square feet. They usually consisted of a single main room, open to the rafters and tiles above. The back third of this main room was partitioned off to form a small bedroom for the head of the household and his wife, with a cockloft above, accessed by a ladder: the family grain would be stored in the cockloft after the harvest, and the sons of the family would sleep here. It was felt to be improper for teenage girls to sleep in the same house as their brothers and father: all the unmarried teenage girls of a village would usually sleep together in a house supervised by some respected widow of the village (the 媽屋, Ma Uk, or "Granny's House"). In front of each house there was usually a tiny courtyard (天井), of about 130 square feet, where the family stove, water container (water would be brought by the unmarried boys every morning from the village well or stream), fuel store, and urinal (just a tiny walled-off area with a bucket in it) were to be found. In most villages, the richer families did not have larger houses, but rather would live in two or three standard houses next to each other: only in the very wealthy villages of the Yuen Long plain and the Sham Chun River valley were there any larger or more pretentious houses.

The houses were uncomfortable: cold in winter, hot in summer, and damp in all seasons. They had few if any windows, since putting windows into a wall was expensive. If there was a window, it would be a small opening, high in the wall, about nine inches square, opening into the partitioned-off area at the back of the house, with an iron stanchion to stop anyone getting through it, and a wooden shutter. The floors were often of mud, mixed with lime, and polished, but this flooring wore very quickly. Because the houses were uncomfortable, they were used mostly only for cooking, eating, and sleeping: as much as possible of the life of the family took place outside, in the alleys and open spaces of the village.

The main room was used for a number of farming activities: the table for eating was always foldable, and put away against the wall during the day to free the space for work. There was sometimes a bamboo settle against one wall, and usually a small shrine on the wall opposite the entrance, where a sheet of paper would contain the names of the three generations of the family above the current head of the household: a stick of incense would be lit here every morning, and another to the household spirits.

Most families would bring the family pig (if they had one) and chickens into the courtyard at night, to protect them from thieves. During the day, these animals would roam freely through the village, eating any edible rubbish they could find.

These houses were thus rather bare, with little by the way of fine furniture or decoration. According to the villagers, however, if the house was typhoon-proof and safe from fire or flood, then it was all that was really needed: anything more would be wasteful, and waste was seen as criminal folly by the villagers – thrift being perhaps the most important of the virtues in their eyes.

In most villages, the only buildings with decoration or finer detail would be the local temple or the ancestral hall. These were display buildings: the village or clan community would often build them as fine as they could manage, in the hope of impressing passers-by.

Each village would have one or several earth-gods. Richer villages would build substantial brick shrines for these deities, the lords of the village's fertility, but poorer villages would make do with a simple stone at the base of a tree. Incense would be lit before the earth-god every day, but especially at the New Year, when the village would go *en masse* to show their respect.

Ideally, every village family had about an acre of good-quality rice-land to subsist on, plus a small plot for growing vegetables. With this amount of land, a family of six or seven should have been able to feed itself and meet all its cash requirements, without needing any other source of food or income.³³ However, by the late nineteenth century, many village families had a good deal less than an acre of rice-land, and needed either to have a trade which they could use to get some supplementary income, or else would have to mix the rice they grew with sweet potatoes, or poor-quality rice bought in the market town.³⁴ Poor families with less than half an acre of rice-land were thus always at great risk from famine. When famine came, such people might well starve, as no one would want to spend on their trade, nor would anyone be willing to sell them even the poorest rice. In famines, some people always died, usually from families at the poorer end of the village community.

Almost all the villages were of rice-subsistence farmers. There were villages of artisans – potters, boat-builders, and so forth – but they were relatively few. The great majority of the inhabitants of the area (other than the fishing-people, living on their sampans and fishing junks in the coastal anchorages) spent almost all their time farming and were dependent on their fields for the great majority of what they ate: if their village was on the sea coast they would supplement the diet by fishing from inshore sampans, or by collecting oysters or clams. This subsistence lifestyle survived in essence until the late 1950s.³⁵

Ethnically, the villages predominantly comprised settlements of the two mutually incomprehensible language groups, Hakka (客家) and Cantonese-speaking

(Punti, 本地). The villagers were very conscious as to which group they were part of. However, their lifestyles were similar, and the Land Law under which they lived seems to have been the same. The Punti lived mostly in the west and north, while the Hakka occupied the more mountainous areas of the south and east, but with pockets of Punti settlement here and there between the Hakka villages. Within the New Territories area, there is no record or folk memory of significant inter-ethnic conflict. Inter-village conflicts were mostly between the wealthier villages and the poorer: Hakka and Punti from the poorer villages would freely unite against their wealthy neighbours.³⁶

Travel from valley to valley was often difficult: the paths over the hills were steep and narrow, rarely paved, and often formed of interminable flights of steps. Streams were crossed by precarious stepping-stones or the occasional narrow stone footbridge. There were no roads in the area in 1898 capable of taking any sort of wheeled vehicle, not even a wheelbarrow: it was in this area of communication that the new administration made perhaps its most significant early impression on the area, with its new roads and railway.

At the turn of the nineteenth and twentieth centuries, the area often seemed poor to outsiders, but the villagers saw themselves as generally comfortably off. Although the diet was monotonous, there was plenty to eat in most years, although famine came every generation or so, when the harvests failed for several years in succession. There was usually enough spare cash for the villagers to hold feasts to celebrate the New Year, other major festivals, the birthday of the head of household, or some other major family event, when the food would be much richer and fuller than normal. Most families seem to have been able to hold between six and a dozen feasts a year, including several over the New Year period. The villagers had a lively culture of folk song and poetry.³⁷ The annual operas put on in the market towns or at the major temple festivals were eagerly awaited: most families would find the cash to buy tickets for them.

Before the introduction of modern medical services by the Hong Kong Government, villagers of the New Territories had access only to pre-modern medicine. As a result, the average age of death was about twenty.³⁸ About half of all children born died before they reached the age of marriage (about twenty-two for men, about sixteen to eighteen for women). Most of these deaths occurred before the child was five years old. Infant deaths came in the first place from infections during childbirth, mostly due to the total lack of disinfectants and the tendency to use unclean knives to cut the birth-cord. Then there was dysentery. Every village well was polluted to a greater or lesser degree with sewage. When the child was

weaned and had to drink water, the inevitable result was an attack of dysentery. Those children who survived this attack would be immune to the water from their own village well thereafter, but many did not survive. Infectious diseases, especially smallpox, were another major killer. The villagers were well aware that those who survived smallpox would be free of the disease for the rest of their lives. So every child had to catch smallpox to ensure that he or she would not catch it when they were adults. Perhaps one in five died of the disease. Measles was another, if less deadly, killer. Malaria was yet another. Living in the middle of flooded rice-fields meant that there were always malaria mosquitoes everywhere. Every child was infected. By the age of sixteen, youngsters had become immune, but many died before they reached that age.

Those who survived to the age of marriage had an average age of death of about forty to fifty. Deaths of adults came especially in childbirth for women and from infected wounds for men. Men used hatchets, adzes, sickles, and all sorts of other edged tools – cuts were common. Given the total lack of antiseptics or disinfectants, many cuts became infected and triggered blood-poisoning of one type or another. More men died than women, year on year.

Nonetheless, despite the many risks daily life posed, some villagers lived into their seventies or even into their eighties: most villages had a few elderly people. Most children knew at least one of their grandparents.

The rate of childbirth was rather low. Villagers were well aware of the dangers of the well-water and tended to defer weaning as late as possible, so that the children would be stronger when faced with the need to drink the water. Often, boys were not weaned until they were five years old. This is doubtless the major reason why the rate of childbirth seems to have been no more than about one birth every four or five years.³⁹ Given the death rate of children, this meant that communities grew only slowly. Families with more than two children who lived to marry were doing well.

Shortly after the establishment of the new administration in the New Territories, some elements of modern medicine were introduced into the area. Free vaccination against smallpox was introduced immediately after the takeover, although it took until the 1920s before the majority of youngsters were vaccinated.

Probably the most significant change was the introduction of village midwives from 1913 onwards, in phases, reaching most village areas from about 1930. These women were given a few months training in basic first-aid and midwifery.⁴⁰ They knew the importance of cleanliness in cutting the birth-cord and in everything else connected with childbirth. They were trained in bandaging, basic first-aid and the use of antiseptics and disinfectants. They vaccinated against smallpox. They

disinfected on a regular basis the wells of every village under their care. Each had a small maternity ward of three or four beds attached to their houses: village women were encouraged to go there to give birth (every child born, however, had to be vaccinated before leaving the ward). Oral information from village elders states that, with the coming of a midwife to an area, the number of children dying dropped immediately to a fraction of what it had been. Deaths in childbirth and from infected cuts also dropped sharply.

By the 1930s, the New Territories were thus starting to move towards a modern demographic status.

The Traditional New Territories: Village Scholarship and Learning

The villages had enough cash in hand to maintain schools – every large village or group of smaller villages had a school. Most of these schools were rather basic, providing schooling usually only for about four years. There were better quality schools in the richer villages, however, especially in the fertile plains in the west of the area, and in some of the market towns, where scholarly boys could achieve higher levels of learning. Most boys studied for only about three or four years: this was enough to achieve basic literacy. About fifty-five to sixty-seven per cent of adult village men considered themselves literate in 1911.⁴¹ Boys completing a full seven or ten years of study were recognised by their fellow villagers as fully literate and scholarly. Such men were regarded as “village scholars”: few went on to seek any higher formal academic status. Village girls were educated only very exceptionally until the 1950s.

On occasion, a few boys, mostly from these higher-quality schools, took the Imperial Examinations in the years before 1898: there were small groups of graduates in all the rich villages in the western and north-western plains, and a handful scattered throughout the poorer centre and east of the area.

A few years after the establishment of the new administration, a system of scholarships was set up to allow boys graduating from their village schools to continue their education at the higher-level English-language lower-secondary schools which the Hong Kong Government had founded or supported (at Tai Po, Yuen Long, Cheung Chau, Sai Kung and Yaumatei).⁴² A very small number of government scholarships were also available to boys from these lower-secondary schools to go on to Queen’s College or King’s College in the City for higher-secondary studies. In the 1920s and 1930s, the New Territories lower-secondary schools were supplemented by higher-level Vernacular Secondary Schools at Tai Po and Yuen Long,

and by the Tai Po Normal School, where young men of promise were given training as teachers for village schools. By the 1930s, a very few village boys, graduates of Queen's College or King's College, were taking scholarships to the University in Hong Kong. However, as before 1898, only a very few youngsters pursued education after graduation from their primary-level village schools: most were content to remain as "village scholars". The Hong Kong Government had made major efforts to modernise the curriculum of the village schools from 1913 onwards,⁴³ with only partial success, but the whole village education system was entirely reformed from the 1950s onwards.

There were surprisingly high numbers of medical doctors in the market towns: many doubled as *fung shui* masters. These were mostly "village scholars": men who had studied as apprentices with an established doctor after completing their education at the local village school.

The village scholars, of whom even the poorest villages or village clusters had one or two, seem to have maintained libraries of anything up to 500 books, with up to half being handwritten.⁴⁴ Literacy and scholarship were greatly prized, especially before 1898; the village scholars were well respected within their local communities. Village scholars from groups of villages would meet together two or three times a year. Such groups of village scholars often formed clubs, some of which owned a little land, the income of which supported the dinners celebrated on these occasions (see Deed 29). Such regular meetings of village scholars were to be found in most of the market towns and richer villages.⁴⁵

While "village scholars" formed, at best, only one or two per cent of the adult male population, nonetheless, as noted above, at least a half to two-thirds of all adult men were basically literate in the first two decades after 1899. It is likely that literacy and respect for scholarship declined to some degree after this period. This was, in part, because the old scholarship, based on the study of the classical texts, became generally scorned in China in the aftermath of the May 4th Movement of 1918. In part, however, it was because there were few village scholars able to teach the "New Books", that is, the books written in vernacular Chinese and designed for the teaching of new subjects such as mathematics or geography, which were required to be taught by the Hong Kong Government alongside the Classics after the curriculum reform of 1913. Furthermore, since the men who left the village to find their fortune overseas often did so despite being illiterate, literacy and scholarship were no longer seen as the essential passport to greater wealth. As a result, rather fewer boys than before felt it worthwhile to study beyond the minimum needed for basic literacy. After the reforms of village education in the 1950s and

later, however, when teaching in the New Books became widespread and general, levels of literacy and scholarship once again started to rise.

There were no specialist writers, and no lawyers, in the New Territories area, either in 1898 or in 1950. Whenever villagers needed to have a complex formal document written, something more complex, that is, than the books of accounts which many families kept – a village notice, for instance, a formal letter, or a land deed – then one of the village scholars would be asked to do the work. Exemplaries (貼式), handwritten collections of document exemplars which could be used as templates, abounded.⁴⁶ It seems probable that every village scholar had one or several of these hand-written exemplaries. This remained true well into the 1960s.

Emigration and Modernisation

The foundation of the great new port-city of Hong Kong in 1841 led to major changes within its hinterland, especially after about 1870. By then, all the land easily reduced to arable within the New Territories area had already been opened for cultivation. Most of the shallow sea-bed areas at the heads of the bays had been reclaimed to provide more arable space, or else were actively under reclamation. By 1870, land hunger was beginning to be a problem. Most landholdings were small and effectively managed by one man, with part-time help from his wife (harvest and planting times excepted), or even by one woman on her own, and many villagers had strapping young sons for whom there was little work in the village. The new City had an unquenchable hunger for coolies and semi-skilled labourers of all sorts: young villagers started to go there for a few years in the later nineteenth century to earn a little money before getting married. Furthermore, from the 1870s, demand for Chinese labour on board ships and in various overseas locations led many young men from the richer village families to go to the City, not to work there but to find work outside the area from urban recruitment agencies.⁴⁷ These youngsters would emigrate, often for just a few years in their youth, sometimes returning with surprisingly large savings. Such periods of work outside the village led to contact with more sophisticated ways of living and to a greater knowledge of the world outside the narrow valley where the home village was built.

However, this process of modernisation was slow and only just beginning to become noticeable by 1900. In 1899, in fact, the continuing deep-rooted suspicion and fear of outsiders on the part of villagers, many of whom were still very isolated in their mountain valleys and very conservative in their outlook, led to the

short war of that date. Many villagers, indeed, remained extremely conservative and old-fashioned in their thoughts and ways of life down to the 1950s and even later. Nonetheless, there were some significant changes in the period between 1910 and 1930, when remittances from overseas and villagers returning from spells of residence in the City or overseas led to many new and better houses being built (some villages being entirely rebuilt), and to many families beginning to develop tastes for some Western-made goods (cigarettes, bottled drinks, woollen winter clothes, beer, and so forth).⁴⁸ The new railway and the new road around the New Territories, with its easy gradients and, from 1919, public buses, were important factors accelerating the pace of change. The most old-fashioned and conservative villages tended to be those off the new railway and road, and so less exposed to modernity.

After becoming part of Hong Kong, the New Territories thus slowly became more open to the wider world outside, at least in those villages with easy access to the City, and much less dominated than before by the ancient Punti clans, their erstwhile *tei kwat* landlords.

However, within the sphere of the Land Law, relatively little changed until after the disaster of the Japanese Occupation (1941–45). Few land deeds produced in the New Territories for transactions between villagers were seen by a lawyer before the late 1950s or 1960s. They were still mostly drawn up in the old way, handwritten by village scholars from the old handwritten exemplaries, subject only to a few minor changes required as a result of the changes to the landholding system. The land deeds of the period 1899–1960 abundantly demonstrate the essential continuity of the traditional Land Law throughout this period.

The Japanese Occupation period was a true disaster, as the flow of remittances from villagers abroad dried up and the population was forced to try to subsist on food produced from land which was simply no longer capable of feeding the numbers of people resident in the area. The result was a full-scale famine. Many died, in some villages over half the population.⁴⁹ Since the government offices closed down, land deeds could only be produced during this period in traditional form. After the surrender of the Japanese, however, the introduction of more modern documents changed the old ways for ever. About a decade or so after the return of the Hong Kong Government, land deeds drafted by lawyers start to appear in the New Territories, eventually becoming the norm: the modern New Territories had begun to appear. The Customary Land Law, among other facets of traditional village life, withered. Nonetheless, traces of it still survive today, especially in the area of traditional village trusts (*tso*, 祖, and *tong*, 堂).

Part 1

The Imperial and Customary Land Laws **An Overview**

1

The Imperial Land Law

The Imperial Land Law

The Ch'ing state had a clear concept of Land Law. This Imperial Land Law was well developed and sophisticated, if pre-modern. It was, at least in its assumptions and ideology, inherited by the Ch'ing from their predecessor dynasties: the basis of the system had been in place for over a thousand years before the New Territories were incorporated into Hong Kong. The Ch'ing authorities stated that this Imperial Land Law should be enforced uniformly throughout the Empire, subject only to local customs which might amend it in detail. The Imperial Land Law was a written set of laws, part of the Imperial Code of Law.

This Imperial Land Law stated, firstly, that all the arable land of the Empire belonged to the Emperor. No citizen could, therefore, occupy arable land without an imperial grant, so that, in effect, there was no freehold land in China, only perpetual imperial tenancies.¹ In most cases, the imperial authorities acknowledged the existence of an imperial grant by accepting a payment from the grantee which was, strictly, Crown Rent, but which is normally called land tax. A holder of an imperial grant, that is, a land tax payer, could sell his land, the purchaser being substituted for the previous holder as the holder of the grant: imperial grants were, in most circumstances, held in perpetuity, so long as the land tax was paid. Occupation of arable land without an imperial grant, that is, without paying land tax, was a serious criminal act. The right to cultivate the soil was an essential feature of an imperial grant: only the land tax payer or his servant or short-term tenant had the right to till the ground. Only one citizen could have any rights of proprietorship over land: there could not be any intermediate lordships between the man with the right to cultivate the soil and the Emperor. While citizens had certain customary rights to use waste and untillable land (e.g. to cut firewood, pasture cattle, and bury their dead, or to cut reeds and to fish), this land was imperial land and could not be converted to arable without an imperial grant.

The Hong Kong Government and the Imperial Land Law in 1899

When the Hong Kong Government took the New Territories over (1899), one of its first actions was to survey all the land in private occupation there (the Block Crown Lease Survey, 1900–05),² and to set up a New Territories Land Court to rule on disputed claims. It was immediately clear that such rulings could only be fairly undertaken if the Land Court was entirely clear as to the Land Law previously in place, since the rulings would have to be made in accordance with this Land Law.* The President of the Land Court, H. H. J. Gompertz, thus stated in March 1902:

The principles by which the validity of a claim was to be tested could be none other than those of the Law of China and it was necessary for the Court to make itself familiar with the general provisions of that Law no less than with the local customs modifying its operations within the area.³

In this context, the Imperial Land Law was carefully studied by Hong Kong Government officials, who wanted to ensure that they were entirely clear as to its structure and rules before starting to administer the area and to rule on disputed claims to land.⁴ In due course, the Members of the Land Court produced a number of essays on the Chinese Land Law as their researches found it to be: these essays provide the best general statement as to what local scholars considered the Chinese Imperial Land Law and the local Customary Land Law to consist of in the years 1899–1902.⁵ The following paragraphs use these essays extensively.

The Hong Kong Government had had to deal with the Chinese Customary and Imperial Land Laws when taking over Hong Kong Island (1841–42) and the Kowloon Peninsula (1861–62), but had dealt with the question on both occasions in a much more rough and ready fashion than it did in 1899. In both places, villagers were dispossessed from land required by the new authorities: compensation was paid where the villager could show legal occupation, otherwise not. Where land was not required for the time being, a “squatter’s licence” was issued to regularise the occupation until such time as the government needed the land. However, the scale of the New Territories (with 670 villages as against the half-dozen of the Kowloon Peninsula) meant that a more sophisticated, careful, and fair system was clearly required.

* In quotations in this book, words within square brackets are explanatory material inserted by the author. Material inserted in parentheses give the original Chinese characters for placenames, or other words where the original Chinese needs to be given.

The Importance of an Imperial Land Grant

The first point, made very emphatically by everyone who studied the Imperial Land Law, was that no one could hold arable land except by way of a grant from the Crown – this was the bedrock of the law.⁶

In almost every case, the imperial land-grant was understood to be made when the imperial authorities agreed to take land tax from a citizen: the collection of land tax and the issue of a certificate of receipt of land tax (*chap chiu*, 執照) were taken as proof that the imperial authorities had accepted the citizen's request to be granted the land.⁷

In the Province of Kwangtung (廣東, Guangdong), a provincial decree regularised the procedures to be adopted.⁸ This decree assumed that all land under the plough was already registered for the land tax. If a citizen wished to reclaim new land for arable use (especially by cutting new fields from the mountainside), and if the area to be reclaimed was greater than ten *mau* (about two acres: see the Appendix for a note on measures), the citizen in question should, before undertaking any reclamation work, approach the County Magistrate for a temporary permit to undertake the work. Once the reclamation was completed, but before any harvest had been taken from the land, the citizen should again approach the County Magistrate, surrender the temporary permit, and have the newly reclaimed land surveyed by the County staff, for the appropriate land tax to be assessed on it. He was either required to pay the first year's land tax immediately or, if the reclamation was seen as difficult and expensive, he might be given a grace period of several years. This grace period comprised ten years in the case of one late-nineteenth-century major reclamation project in the New Territories area.⁹ In either case, once the first year's land tax was paid, he would receive from the Magistracy a county decree, chopped with the Magistrate's red seal, with the *chap chiu* attached to it. The imperial authorities did not sell the land to the citizen, but merely acknowledged the right of the citizen to pay the land tax on it.¹⁰

Where, however, the amount of land reclaimed was small (i.e., less than ten *mau*), then, as a gesture towards the poorer citizens who were seen as the most likely to undertake such minor works,¹¹ the provincial decree stated that the County Magistrate need not be approached until after the reclamation work had been completed and the land ploughed for some time, so that the land tax was only demanded after the costs of the work had been repaid from the harvests and the quality of the land reclaimed more clearly known. After this grace period was complete (New Territories villagers suggest that it extended for seven years of harvests),¹² then the

land should be reported to the County Magistracy, added onto the reclainer's Land Tax Registry entry, the tax due from it assessed and paid, and, again, a county decree with the Magistrate's red seal chopped on it, and the *chap chiu* attached, issued.

Whether the land reclaimed was greater or less than ten *mau*, the County Magistrate would fix notices to stakes set on the land, informing the local villagers that an application for a county decree for the land had been made, and giving a reasonable time (five months)¹³ for objections to this to be made to the Magistracy. The county decree would only be issued if no such objection was received, or after an appropriate judicial hearing if a reasonable objection was received.

In all cases, arable land was assessed as to its fertility before the land tax due was calculated: the amount of land tax charged differed depending on the assessment made. Within the New Territories area, three grades of land were recognised: first-class, second-class, and third-class land (上則, 中則, 下則), with first-class land taxed at three times the level of third-class land, and second-class land taxed at about twice the level of third-class land.¹⁴ Double-cropping rice-land (水田) was normally graded first-class, and dry-cultivation land (旱地)¹⁵ as third-class. Hill-paddy (峯田),¹⁶ which could usually only support one harvest of rice a year, was usually graded second-class, as was other land clearly poorer in quality than standard double-cropping land (e.g., land which could not be drained fully). Fish-ponds were charged tax at rates rather higher than first-class arable land, and saline marshland, saltings, at rates substantially lower than third-class land. Houses, rice-drying grounds, yards, latrines, and vegetable gardens were not, in most cases, taxed, being seen as essential adjuncts to the arable, and thus covered by the imperial grant of the arable.¹⁷ Graves were rarely registered, but could be if the family in question requested it and were prepared to pay the fees: if registered they made a one-time payment to the Land Tax Registry, and a document was added to their entry in the registry.

Once a citizen was duly registered as the land tax payer for some area of land, he was the effective absolute owner of the land in question, subject to the regular payment of the land tax.¹⁸

In four major circumstances, however, such grants of land by the Imperial authorities could be revoked. The first was where the land had changed significantly in usage after the original grant without the government being informed. If land was, for instance, originally registered as saline marsh or saltings, it paid a very low level of land tax (such land was usually used for the production of salt, which was taxed in different ways). If, subsequently, it was converted to arable, the land tax due on it would be substantially higher. Equally, if the saline marsh land

was converted to fish-pond use, this, again, attracted a much higher rate of land tax. In either circumstance, the land-holder should report to the County Magistrate, who would assess the new level of land tax due and issue as appropriate a new county decree embodying the new rates. If this was not done, the County Magistrate, on discovering the change of usage, probably had the right of revoking the original grant and granting the land out to some other citizen.¹⁹

Land granted by the imperial authorities by way of a county decree was normally arable; the imperial grant covered rights to use the surface of the soil only. If valuable minerals were discovered below the surface of the soil, then these were not considered to be covered in the initial imperial land-grant. A special imperial licence was required (at a high annual premium) for the right to extract any minerals discovered. In such circumstances, the original imperial grant for arable use could be cancelled. The need to have a licence extended to quarries for high-quality building stone, but the original imperial grant covered the extraction of low-value minerals taken from near the surface (stone rubble for foundations or footpaths, stone cut from surface boulders, brick-earth for manufacture of bricks or tiles, clay for making earthenware cooking pots, and so forth).²⁰ The Chinese Government also always had the power of cancelling the original grant if the government needed the land for some immediate purpose (e.g., the construction of some fortress or defence-work).²¹

In practice, these powers of cancellation of grants were very rarely enforced. However, in the mid-nineteenth century, some salt-fields at Sha Tau Kok and probably others at Tuen Mun which had been opened and were being operated without an imperial licence were confiscated and let out to a new operator.²² In the months immediately before the takeover of the New Territories, the County Magistrate confiscated a substantial area between San Tin and Deep Bay, which had been reclaimed from the sea-bed but which had not been submitted to him for the land tax to be assessed: he granted it out to a new land-owner. The new owner was a consortium which was said to have comprised the County Magistrate himself, the local military official, and a few other close official contacts and friends. The dubious nature of this action led to appeals being made to the new administration to cancel it and to return the land to the previous landholders and it seems that this was done.²³

The fourth set of circumstances under which the imperial grant might be revoked was if the land tax was not paid. Usually, however, it was only in bad years or famines that land taxes were not paid. Late payment was accepted, albeit reluctantly, in most such circumstances. Indeed, the Penal Code made the deferment

or cancellation of land tax obligatory in such circumstances; at the same time, the Ch'ing Code goes on to state that the officers of government should not be too ready to accept claims of calamity.²⁴

Penal Sanctions in the Ch'ing Imperial Code of Law for Offences Relating to Land

Neglect to Register Arable Land for the Land Tax

Land thus registered for the land tax and held by a citizen in accordance with an imperial grant could be sold, mortgaged, divided into sub-sections, rented out, or leased, at the citizen's discretion.²⁵ In addition to land newly reclaimed with the consent of the County Magistrate, land registered for the land tax could thus legally come into the hands of a citizen by way of purchase from the previous owner. A citizen registered for land tax could thus sell his land to another. The purchaser would then be registered for the land tax, substituting for the vendor as the holder of the imperial grant. The consent of the County Magistrate was not required, so long as the land tax was duly paid by the purchaser.

Clearly, this position implied that anyone found occupying land without registering it for the land tax was guilty of a serious crime. Section 90 of the Ch'ing Code is very clear on this.²⁶ This penalty was subject, at least within Kwangtung, to observance of the seven-year grace period for small amounts of land. If the local headman was aware of the offence and did not report it to the County Magistracy, then he, too, was to be punished in the same way and to the same degree as the offender. Lockhart notes this rule: "Should any land be discovered that has not been registered, the Government either enforces registration, or confiscates the property after due notice has been given and a reasonable time allowed for registration."²⁷ Messer and Ts'ui state: "All land under cultivation must be registered or is liable to confiscation".²⁸

Prohibition of Mesne Lordships

The Ch'ing Imperial Land Law system, as noted above, clearly supposed that there could be only one person with rights to any piece of landed property, that is, the person registered for the land tax and thus in possession of the imperial grant. Only he had the right to till the land and take the produce of the soil. If he parted with the real possession of the land, then the person to whom he parted possession must

substitute for him as the imperial grantee, that is, as the land tax payer. It was a basic maxim of the Imperial Land Law that there could not be two persons each with real rights to the land.²⁹ This did not preclude the imperial grantee renting the land out or leasing it for a term of years, because in such circumstances the imperial grantee did not part with legal possession of the land, the tenant merely having the use of the land for a term of years.

The most usual way in which an intermediate lordship over land could be established, despite the law, was by way of a wealthy family paying the taxes for, and then taking a rent-charge from, the lands of some poorer family. This practice, known as *baolan* (包攬), was forcefully forbidden by section 92 of the Code.³⁰

Another possible way of establishing an intermediate lordship over land involved claims to ownership by rich families, who would thus treat the actual cultivators as tenants, even though these poor cultivators were in fact the real owners; this was forbidden by section 93 of the Code.³¹

Yet another way an intermediate lordship might be established was by a fraudulent mortgage, which left the mortgagor in possession of his lands, but subject to the payment of a rent-charge to the ostensible mortgagee: this was usually combined with the ostensible mortgagee paying the land tax due from the lands. This was forbidden by section 95 of the Code, which only countenanced mortgages where the mortgagor parted with the lands to the mortgagee.³²

Permits for Reduction of Waste to Arable

This system implied that all unoccupied land was imperial land,³³ that only the Magistrate, as the Emperor's local representative, could permit reduction of waste land into private occupation, and that this permission would involve registration for the land tax. However, this general rule was subject to one major exception in the New Territories area. At various dates (mostly in the Southern Sung or Ming, from the late eleventh to the fifteenth centuries), large areas of the New Territories had been granted to various worthy officials as imperial grants. These grants were, in every case, it would seem, of large areas of waste and uncultivated land, which the grantee was expected to improve to his own and the state's advantage. These grants were thus made, in Palmer's words, to "Prominent men [who] were given patents to open land by the government and subsequently recruited penurious cultivators ... to develop their estates."³⁴ Thus, the Kam Tin (錦田) Valley was granted to the Tang (鄧) clan, probably in the 1160s; Lantau Island (大嶼山) to the Lei Kau Yuen Tong (李久遠堂), the ancestral trust set up by the descendants of Lei Mau-ying

(李卯英), in the late Southern Sung (early thirteenth century); Cheung Chau Island to the Wong Wai Chak Tong (黃維則堂), probably in the Ming; Lamma Island (博寮洲) to the Iu Yi Yin Tong,³⁵ certainly by the Ming; and, probably, the central part of the Beas River Valley (雙魚河) to the Hau (侯) clan, probably in the late twelfth century. It seems probable, too, that Ho Chan (何真), who was a vital figure in the first Ming Emperor's easy takeover of Kwangtung and who was ennobled in consequence as the Earl of Tung Kuan (東莞伯), was granted large areas of the New Territories, especially in the Yuen Long and Tai Po areas, immediately after the establishment of the Ming (1368). The lands of Ho Chan later mostly came into the hands of the Tang clan.³⁶ All these were grants in perpetuity to the grantee and his descendants.

Where such an imperial grant was in existence, it was clearly the Imperial grantee, not the Magistrate, who had the right to approve the opening of the waste to arable and to take what profit he could from the process. However, section 92 of the Ch'ing Code made it clear that, in such cases, land reduced to arable in accordance with a permit issued by an imperial grantee still had to be registered for the land tax once it was viable.³⁷

In every case, therefore, land reduced to arable had to be registered by its cultivator for the land tax, whether the permission to open the land had been given by the Magistrate or by a privileged imperial grantee.

Mortgages and Other Matters

The Ch'ing Code makes it clear that mortgages, as well as sales, had to be processed by way of a written contract and registered with the Land Tax Registry of the county.³⁸ The Code required mortgages to involve the total handover of the land to the mortgagee, who could take the crops from it for the term of the mortgage, and which was closable by the mortgagor returning the money borrowed at the expiry of the term stated in the mortgage.³⁹ The Code required these mortgages to be registered because the mortgagee would be liable for the land tax for the term of the mortgage.

Other Provisions

Finally, the Ch'ing Code demanded that no land registered for land tax ever go out of cultivation, except temporarily in the aftermath of some natural disaster: if it did, criminal sanctions would be invoked and the land tax would still be levied.⁴⁰

In addition to the above, which all relate essentially to the need to protect the land tax, the Ch'ing Code also included a number of sections relating to land-related criminal actions involving two citizens. Thus the Code laid sanctions on a Magistrate who did not do his utmost to find cultivable land for any resident of his district who returned there after a long absence away.⁴¹ Penalties were set down for fraudulent land sales, and for persons who occupied illegally the lands of another, both where the illegal occupation had been achieved by fraud and where it had been achieved by violence.⁴² Fraudulent mortgages (especially attempts to mortgage land already legally mortgaged to another) were forbidden; it was especially noted that penalties were to fall, not only on the proprietor but also on the middleman ("the negotiator of the bargain"). Penal sanctions were laid down for any mortgagee who, at the expiry of the term of the mortgage, refused to return the land to a mortgagor who had the money in hand to return to the mortgagee.⁴³ Another section laid down sanctions for anyone who "ploughs and sows the lands of another clandestinely, that is to say, without notice to the proprietor", and other sanctions where "the land of a stranger is cultivated by force" (these distinctions probably refer respectively to wrongful claims to have a valid tenancy of the lands of another and to wrongful claims to own the land).⁴⁴ Sanctions were also imposed for wilful damage to the harvest of another or to his farming equipment. As well as the penal sanctions involved, perpetrators were required by the Code to make good the damage at their expense.⁴⁵ Finally, penal sanctions were provided for anyone taking away or eating fruit growing in the gardens of another, or damaging or destroying it.⁴⁶ In all these cases, sanctions were increased for offenders against land belonging to the government.

Controls Required for the System to be Enforced

This system was well rounded and comprehensive. It demanded, however, that steps be taken to ensure that no land under the plough escaped the land tax and that imperial ownership of all waste land, other than that in the hands of a privileged imperial grantee, was recognised and respected.

In order to make the discovery of unregistered arable land a realistic aim, the land would have had to be surveyed periodically, so that land actually under the plough could be compared with the record of land which was paying tax. This was done at least occasionally in earlier centuries, but by the late nineteenth century it was done only very occasionally and on an ad hoc basis, and even so, such ad hoc surveys were not the detailed cadastral surveys which were needed.

A general re-survey would have been prohibitively expensive. Even a re-survey of a single county or prefecture was hugely expensive. The north and much of the centre of China had been fully opened to agriculture many hundreds of years before the nineteenth century. In this area, from the Great Wall down to the Yangtse Valley, effectively all the land capable of sustaining agriculture had been assessed for the land tax centuries before the Ch'ing. A general re-survey would, therefore, uncover very little unregistered land, certainly not enough to recoup the costs of the re-survey. It was this North China situation which underlay the basic assumption of the Imperial Land Law: that all arable ought to be registered, and that, as a matter of fact, it all was, except for isolated cases of criminal tax evasion.

The Establishment of Land Tax Quotas

As a consequence of this assessment, the decision was taken to freeze the land tax assessments and to conduct no further re-surveys. The land tax paid at some set date would become a set figure which the County Magistrate had to pay to the Provincial Treasurer each year; in other words, it became a quota which the county in question had to pay towards the set provincial land tax figure which the Provincial Treasurer in turn had to pay to the central authorities. Any land newly reclaimed would be assessed and registered as a supplement to the agreed land tax quota. It was assumed that such new reclamation would be sufficiently rare that the Magistrate should be aware of it and ensure that it was registered properly.

Since, over much of North China, all arable land had been registered for the land tax long before, with very little land amenable to reclamation, it was not considered necessary to pressure magistrates into increasing the land tax quota: so long as the agreed quota was paid in full and on time (except where genuine natural disasters broke out), that was good enough.

It seems that the land tax for the New Territories area was first frozen, and the county quota agreed, in or about the eighth year of the Ming Wanli Emperor's reign (1582). At that date, the area registered for the land tax within San On County was 402,820 *mau* (about 83,750 acres). By 1641, the first year of the Ch'ing, this had risen to 403,390 *mau* (about 83,958 acres), presumably reflecting a few instances of reclamation in the intervening fifty-nine years.⁴⁷ These quotas were, effectively, to remain unchanged down to 1898.

In 1712–13, the land tax due from all the counties of the Empire was frozen by imperial decree, but this probably left the situation in Kwangtung basically unchanged from the situation it had been in since the establishment of a fixed quota

in the Wanli period.⁴⁸ As part of this 1712–1713 exercise, the old *corvée* tax was frozen at the level it had stood at in 1711. This *corvée* tax had originally been a labour tax, with every adult male being required to do a certain amount of labour on government projects each year; the total amount levied was supposed to be increased each year with the increase in the adult male population. In practice, the labour requirement had usually been commuted for cash. In 1712–13, the *corvée* ceased to be, even in theory, a labour tax imposed on all adult males but instead became a tax in cash which was frozen at the level received in 1711. No matter how much the population was to increase, the tax levied as *corvée* tax was to remain the same.⁴⁹ In many provinces, including Kwangtung, the old *corvée* tax, in the form of cash at the 1711 levels, was simply amalgamated with the old land tax, also frozen at the 1711 levels, as a single tax. The resultant combined *corvée* and land tax quota from each county was henceforth sent to the Provincial Treasurer to form part of the provincial submission to the capital. Only the land tax from newly reclaimed land was to be added to the frozen quotas as additional income.

It seems probable that the empire-wide freezing of the land tax rates in 1712–13 in fact left the county land tax quotas in Kwangtung at the old Ming levels. It seems probable that in San On County, and probably generally throughout Kwangtung, the *corvée* had already been frozen and amalgamated with the land tax well before 1712–13, probably at the time when the land tax was frozen in the Wanli era; the 1712–13 national changes to the tax system thus made little difference to the taxes levied from San On County. During the Coastal Evacuation of 1661–69, however, when all the inhabitants of the seaward parts of San On County were driven inland to deny assistance to Ming remnants on Taiwan, all the land tax registrations for the evacuated area were cancelled. After the rescission of the Coastal Evacuation decree, the Magistrate of San On tried to get this land re-registered so that the amount of land registered in the county for the land tax could return to the Ming levels and the county land tax quota could be re-established. The problems in the county made this difficult to achieve. Even as late as 1747, the land registered for land tax in San On was still only 301,360 *mau* (62,783 acres).⁵⁰ The re-establishment of the Ming land tax quota was, however, eventually achieved. By 1898, the figure for land registered for the land tax in San On had risen to about 420,000 *mau* “in round figures” (87,500 acres).⁵¹ Thus, over the 416 years between the eighth year of the Wanli reign and 1898, the total of land registered for the land tax within San On had remained more or less completely steady, once the land had been re-registered after the Coastal Evacuation, the 1898 figure being only four per cent higher than that of 1589.⁵²

While freezing the land tax in this way was not unreasonable in the north and centre of China, it was less so in the south. Here, in the sixteenth century and, indeed, in the nineteenth century, the area of arable land was still actively expanding. Freezing the land tax thus made it easy to evade the requirement to register the new land which was constantly then being formed. Since the Magistrate was under no pressure to discover unregistered land, and since, in many cases, the men involved in reclamation were precisely those wealthy local leaders whom the Magistrate needed at his back and whose money he looked to for the charitable donations so essential to the improvement of his district, there was very little likelihood that penal action would be initiated. It always remained open to citizens to approach the Magistrate and request registration for newly opened land, but this was rare. As a Hong Kong Government official noted in 1906: "The people never went to a Chinese yamen unless obliged and certainly never went to report that their taxes should be increased".⁵³ Furthermore, the Magistrate might, in the course of a legal dispute or request, make a slight upward adjustment in the land tax.⁵⁴ But both circumstances were uncommon.

In these circumstances, it should be noted that, in 1905, the Block Crown Lease Survey found 43,673 acres of land in private occupation in the New Territories, probably representing about 37,000 acres of arable and about 6,000 acres occupied by houses and other buildings. The area should therefore have had about 37,000 acres registered for the land tax. Since it seems very unlikely that the New Territories had as much as a fifth of the total arable land of the county (given that it was by far the least fertile, most mountainous, and least heavily settled part of the county), this would seem to imply that the county as a whole probably had about 185,000 acres of arable, very probably more. The 87,500 acres actually paying land tax, therefore, represent no more than about forty-five per cent at best of the land actually under cultivation: well over half the arable of the county must have been evading land tax.⁵⁵ This was the estimate of Lockhart as well: "From information received from a reliable source it appears that the land under cultivation is about double the amount shown in the registers".⁵⁶ Within the New Territories, given its remoteness and poor fertility, it is likely that the percentage of the arable actually paying land tax was lower than the average for the county as a whole, perhaps no more than twenty-five per cent, or, as the President of the Land Court suggested, only twenty per cent.⁵⁷

Thus, the freezing of the land tax payments demanded from the county and the absence of any cadastral re-surveying of the area in the previous 400 years and

more, together with the absence of any central government pressure to raise the amount of land tax collected, meant that a good deal of the Imperial Land Law was likely to be unenforceable, or at least unenforced, within the area.⁵⁸

2

The Customary Land Law

The Imperial Land Law was a well-rounded and comprehensive system, but, in practice, a Customary Land Law had grown up in the New Territories area which was at serious odds with this Imperial Land Law and, in many details, flatly contrary to it. Furthermore, given the villagers' unwillingness to go to law or to enter any formal litigation process, they were unable to make use of the provisions of the Imperial Land Law relating to land-related criminal acts involving two citizens. These also, therefore, had to be dealt with by customary legal proceedings in the villages. Villages accordingly had by-laws covering such actions as cutting firewood in village *fung shui* woods, stealing vegetables from the fields of others, allowing animals to stray into growing grain or vegetable fields, or the inappropriate use of fertiliser, among others. Villagers in breach of these by-laws would be brought before a mass meeting of their fellow villagers and punished by a fine and public shaming.¹

There was never any written treatise or code of the Customary Land Law. Within the New Territories area, it remained a purely oral system, understood by the villagers but not formalised in writing. Written texts trying to codify the Customary Land Law exist only from the period after the coming of the British to the New Territories, when Hong Kong officials wrote down what they understood of the system in an attempt to get to grips with it and to operate the Block Crown Lease Survey fairly.

The only set of indigenous written records which give us insights into what the writers thought the Customary Land Law consisted of are land deeds. Every land deed is full of statements which cast light on the understanding of the writer of the Customary Land Law in accordance with which the deed was issued. By analysing the deeds, therefore, it is possible to gain a good deal of information about what the villagers of the New Territories area considered the Land Law to be.

Issue of a land deed was a relatively rare occurrence, but, nonetheless, they are sufficiently numerous to allow analysis, and the following part of this book attempts to do this.

The *Tei Pei:Tei Kwat* System and the Perpetual Lease

At the heart of the local Customary Land Law was the belief that there were two separate rights to land and that each piece of arable land could thus be assumed to have two landholders, each holding one of these rights. The holder of the perpetual right to use the surface of the soil and to extract those minerals from near the surface which did not require a licence from the County Magistrate to extract was said to hold the “topsoil rights” (*tei pei*, “skin of the land”, 地皮). However, he had to pay a rent-charge to another landholder who held the “subsoil rights” (*tei kwat*, “bones of the land”, 地骨), which comprised essentially the right to receive this rent-charge. The *tei pei* landholder was assumed to hold a perpetual hereditable tenancy of the usufruct² from the *tei kwat* landholder: if the family of the *tei pei* landholder failed or abandoned the land for any substantial period, then the land would revert to the *tei kwat* landholder. The rent-charge received by the *tei kwat* landholder could not, usually, be raised after the agreement with the first *tei pei* landholder, the rent agreed being binding on both parties and their descendants for ever. Both the *tei pei* and *tei kwat* landholders could sell, mortgage, or divide their rights at their discretion. The *tei pei* landholder in general did not need to seek consent from the *tei kwat* landholder before parting with possession of his rights, but in any sale the purchaser substituted for the vendor in his obligation to pay the rent-charge to the *tei kwat* landholder.

It was, of course, possible for the *tei pei* and *tei kwat* rights for any piece of land to be held by the same person, but this was rather uncommon. In such cases, the villagers considered that the two rights remained distinct, merely that both were (for the time being) held by the same man. The President of the New Territories Land Court, H.H.J. Gompertz, stated that he believed that, before the takeover of the New Territories by the Hong Kong Government, “four-fifths” of the land tax paid from the New Territories area was paid by a *tei kwat* landholder who was not actually farming the land, but had a *tei pei* tenant who was either the actual cultivator, or who had cultivators holding from him by village agreements.³

Essays by Hong Kong officials all state that the writer considered this *tei pei:tei kwat* system to be the basis of the Customary Land Law.⁴

The Rent-Charge

Where land was rented out for a term of years, that is, at a commercial rack rent,⁵ not by a perpetual tenancy, the rent was usually assessed at fifty per cent or thereabouts of the anticipated harvest in grain from the two main rice harvests (if the land produced, in addition to the two main rice harvests, a snatch crop of sweet potatoes, then this was ignored for the purposes of calculating the rent).⁶ Rent at this sort of level was not low, however viewed.

The rent-charge taken by the *tei kwat* landholder from the perpetual *tei pei* tenant was usually, however, moderate, usually no more than about three to five per cent of the anticipated harvest, or about a tenth or a twentieth of what would have been levied if the land was let at a rack rent.

When the Hong Kong Government took the New Territories over, it generally charged an annual Crown Rent from the cultivators of three dollars an acre for first-class, two dollars an acre for second-class, and a dollar an acre for third-class land, plus fifty cents for every one-hundredth of an acre of house land (one one-hundredth of an acre of house land was the amount of land which was required for a standard village house).⁷ This was not a heavy burden: the average daily wage for a coolie, an unskilled labourer, in Hong Kong in 1899 was about twenty cents a day, so that, for an average farm (comprising about two-thirds of an acre to an acre of good to moderate land and a house), the Crown Rent would represent at worst no more than about twenty-seven days' income for a coolie each year.⁸ However, over most of the New Territories, the new rates of Crown Rent seem to have been rather higher than the old rent-charges to the *tei kwat* landholder, in some places significantly so. Unfortunately, in only a few places do we have good evidence of what the *tei pei* landholder had been paying the *tei kwat* landholder before the takeover, but what we have strongly suggests this.

On Tung Ping Chau in Mirs Bay (東平洲), for instance, the island as a whole probably paid eighteen dollars per year to the *tei kwat* landholder before the establishment of the new administration. This was what they paid the Hong Kong authorities between 1900 and 1903, and they regarded this sum as "fair": it was probably what they had been accustomed to paying. After the Block Crown Lease Survey (1903), the new Crown Rent was assessed at \$198, eleven times as high. The District Officer, E. R. Hallifax, tried hard (without success) to get the new Crown Rent assessment dropped to fifty dollars a year, given the poverty of the island, since he anticipated political and social problems if the new rates were enforced.⁹ Again, the village of Tai Om Shan in Lam Tsuen (大崙山), Tai Po, had

paid only fifty cents a year in total to the *tei kwat* landholder before 1899 (see Deed 20 below), but the new Crown Rent was about twenty dollars, a forty-fold increase.

Only in a few places did the new rates of Crown Rent approximately equal the old rent-charges, and in even fewer were the new rates lower than the old. On Lantau Island, for instance, where the *tei kwat* landholder was able to get rather more in rent than in most places, the rent seems to have varied between about two dollars and \$3.50 an acre, close to the Crown Rent levels.¹⁰ On Ma Wan (馬灣), in the village of Tin Liu (田寮), the rent paid to the *tei kwat* landlord was \$53.30, but the new Crown Rent was less than twenty-five dollars. This sort of situation was, however, rare.¹¹

Status of the *Tei Pei* Landholder before the Magistrate: Right of Entry to the Imperial Examinations

Only the *tei kwat* landholder could register his holding for payment of the land tax. The land tax was supposed to be paid out of the rent-charge which the *tei kwat* landholder got from his *tei pei* tenant. The *tei pei* landholder was not recognised by the County Magistracy for the purposes of the land tax. This had consequences, since there were important advantages to land tax paying status.

Citizens seeking establishment of a Land Tax Registry heading and entry in order to register newly opened land for the land tax, or to register newly bought tax-paying land, were in fact usually doing so in order that they might avail themselves of these advantages of land tax payer status. The most important of these advantages was that it would seem that only men from families paying land tax in San On County could, in practice, sit the imperial examinations as San On candidates.

The rules for entry to the imperial examinations were strict and bureaucratic. They required that, before being allowed to take part in the lowest, preliminary, annual examination at the county level (縣試), a candidate had to submit a letter of application to the County Magistrate giving his name, "locality" (i.e., his native place), his age, and details of the male and female members of his paternal family for three generations back. This was required to be endorsed by three graduates and by another graduate who "sponsored" (i.e., guaranteed) the application. Ever since the end of the Tang dynasty, candidates were restricted to taking this preliminary-level examination in the county in which their native place lay.¹²

The applicant could not take part in any San On County examination until he had been formally "recommended" by the San On County Magistrate to the County Director of Education as a candidate for that county, a recommendation

which depended on the initial letter of application having been found to be in order by the Magistrate. This initial application had to be checked carefully, since the Magistrate might be punished under Article 52 of the Penal Code if he recommended inappropriately.¹³

Once recommended by the County Magistrate, the candidate then had to be further certified by the County Director of Education, who would check that the candidate was literate and capable of taking the examination. Only after the Director of Education had thus certified the candidate as literate and educationally suitable could the candidate proceed to take this basic examination.¹⁴

It was, however, only after passing a further examination at the prefectural level in Canton (院試; held only twice in every three years) that a San On candidate would receive the coveted rank of Junior Matriculant and the title of Sau Tsoi (秀才). Only a candidate whose native place was within Canton Prefecture and who had passed the county examination in one or other of the counties of the prefecture could take the prefectural examination in Canton (the same was true of other prefectures). Before being admitted to the prefectural examination, the candidate had to find yet another graduate to "sponsor" him, but the fact that he had been permitted to take the preliminary county examination and passed it in San On County was taken as sufficient proof of San On native status at this subsequent examination – this in turn was taken as proof of his status as a native son of Canton Prefecture.¹⁵

The Chinese state was justly proud of the fact that the imperial examinations were open to almost all men: only the children, grandchildren, or great-grandchildren on the paternal side of convicted criminals, and a tiny handful of men from "families of degraded professions" (men whose father, paternal grandfather, or great-grandfather were or had been policemen, butchers, and so on, or whose mother, paternal grandmother or great-grandmother were or had been prostitutes) were to be excluded from the examinations. However, the rules for application and recommendation made entrance to the examinations somewhat more problematic than the principles of the system suggested.

The basic problem was that each county had a quota of places for entry to the prefectural examinations, based on the grades scored at the preliminary examinations in the county, and a quota of passes. San On County had a quota of sixteen places for candidates to sit each prefectural examination, and a quota of eight passes (as noted below, these eight passes were strictly six passes for candidates from Punti villages in San On and two for candidates from Hakka villages). The top graded eight candidates from San On County thus passed in each prefectural examination, even though other candidates from other counties within the prefecture might have

scored higher grades. This quota system was designed to ensure that smaller and more rural districts were able to secure passes, which might otherwise be monopolised by the richer urban areas with better schools.

The metropolitan counties of Kwangtung, each responsible for half the provincial capital of Canton, Nam Hoi (南海, Nanhai), and Pun Yue (番禺, Panyu), had higher quotas for places and passes at the prefectural examinations than up-country counties like San On, but they also had the finest schools and much higher numbers of candidates. It was therefore easier to enter and to secure a pass in the prefectural examinations if you had passed the preliminary examination in an up-country county. The metropolitan counties took part in the same prefectural examinations as San On County. There was therefore a real risk that outsider students, who ought to have sat the preliminary examinations as Nam Hoi or Pun Yue candidates, might falsely try to claim San On status to take advantage of this situation. If any outsider were to succeed in taking these examinations as a San On candidate, this would reduce the chances of genuine San On natives in the examinations. Confirmation of San On status was therefore highly sensitive, and the Magistrate was obliged to take great care with this aspect of his recommendation.

It was not a question of where the candidate lived which was in question, but where his native place was, that is, the place where his ancestors had lived and died. A San On native might well go to Canton to attend the schools there, but he was still a San On native: he would usually return to Nam Tau and take the preliminary county examination in San On, although it is probable that he could also take the examination as a Nam Hoi or Pun Yue candidate if he preferred. It is probable that candidates from the metropolitan counties of Nam Hoi and Pun Yue needed only to show that their applications were endorsed by suitable graduates (normally, these would be graduates who were teaching in the metropolitan schools in Canton, whose students the candidates were) to be accepted for the examinations as Nam Hoi or Pun Yue candidates. Where candidates came forward whose native place was unclear, they could, probably, always take the examinations as candidates for one of the metropolitan counties if they had been schooled there. It was the up-country counties, eager to preserve their quota of examination passes for their own county natives, which would have insisted on the native place of each candidate being carefully checked within their counties.

The wealthy and influential elders of the rich Punti villages in the fertile plains of San On County could be expected to scrutinise the Magistrate's recommendations for San On status with great care. If the Magistrate were to accept someone as a San On candidate who was only doubtfully a San On native, they would have

objected very strongly, because this would reduce the chances of their own fellow clansmen graduating. However, the only proof of native-place status available to the Magistrate was the Land Tax Register, and the Magistrate, in practice, would only certify a candidate as a San On candidate if that candidate could demonstrate that he was from a family with a heading and entry on the San On Land Tax Register. The candidate would not have to show that he personally, or his father, paid land tax, merely that he was from a land tax paying family. Most land tax was paid by ancestral trusts; normally, the candidate would have to show that he came from a family whose ancestor was on the San On Land Tax Register, and whose ancestral trust paid land tax in the ancestor's name.

In the rich and influential Punti villages of the New Territories, like Ping Shan (屏山), which had a couple of dozen graduates in 1899, the County Magistrate had a relatively easy job: any man endorsed by three or four or more Ping Shan graduates as a fellow clansman and thus a Ping Shan native, could safely be taken as a Ping Shan, and thus a San On, native. Ping Shan was a single surname village of the Tang clan. Since all the families of the clan were members of the main Ping Shan ancestral trust, and since that ancestral trust paid land tax, all Ping Shan natives, whether from rich or poor families of the clan, came from families which were land tax paying in status. Certification by Ping Shan graduates would, therefore, imply that the candidate was from a San On land tax paying family, and the same would have been true of any candidate certified as their fellow clansman by any other group of graduates from any of the other ancient, wealthy Punti villages in the county. But a candidate from, say, Sha Tin (where there was only one graduate in 1899 among the sixty-four villages of that area) was a much more ticklish question. The candidate might well be unable to find four graduates willing to endorse him as a San On native, there not being four graduates in his home area who knew enough about his background to do so.¹⁶ Probably up to half of the candidates at any preliminary San On County examination would have come from villages without significant numbers of graduates, even from districts without any.

The Magistrate, if he was convinced the candidate was a San On native, but one who could not find graduates to endorse his application, could doubtless instruct suitable graduates to endorse the application, but, in such circumstances it was absolutely essential for the Magistrate to be completely certain of the candidate's native-place status. The graduates of San On County had a "clubhouse" in the premises of the county school at Nam Tau (the existence of this clubhouse is implied in the documents relating to the land holdings of the San On County Director of Education on Ma Wan, see Deed 18). The graduates held dinners and meetings there. They formed

a trust or club among themselves and elected a manager – 司理人 – from among their number to run it. Deed 18 shows that this trust was in very close contact with the County Magistrate. It is probable that this body would have been the Magistrate's first line of advisers in the determination of native-place status for candidates who could not themselves find graduate sponsors. If the Magistrate and this club of the county graduates agreed that a given candidate was indeed a San On native, then the Magistrate probably asked them to find the necessary sponsors, but this would have involved detailed discussions between the Magistrate and the graduates beforehand. In every likelihood, the candidate would have had to show land tax receipts and a Red Deed, and possibly also show his clan genealogical record (族譜)¹⁷ to the graduates before they would advise the Magistrate that he was, indeed, a San On native. The Magistrate would then have checked that the tax receipts and so forth thus shown were in line with the information in the Land Tax Register.

In summary, the county where a candidate's family paid land tax was, almost by definition, his native place: certainly, if a candidate could show that his family paid land tax in San On, the wealthy and influential elders of the county would not have objected to the Magistrate recommending him as a San On candidate. A potential candidate hoping to convince the Magistrate that he was a San On native thus had to show that he was descended from a family with a San On Land Tax Register heading and entry, in particular if he was unable to find four or more graduates to endorse this aspect of his application. In practice, access to the examinations as a San On candidate was thus limited to people from San On land tax paying families, with the candidate either being certified as such by a group of graduates from the candidate's own clan and village, or else having to petition the Magistrate to check the Land Tax Register. The same would have been true of other up-country counties.

Furthermore, anyone whose family had no Land Tax Register heading and entry, and who thus had no household registered at the Magistracy, was at a distinct disadvantage if they had to appear before the Magistrate in a lawsuit or in some local political dispute: his legal status was, at least, questionable.¹⁸ This, too, would have led some upwardly mobile families to seek to register themselves for the land tax, so that they might more easily appear before the Magistrate in the county yamen, should they need to.

For these reasons, many families of *tei pei* landholders would try to establish a heading in the Land Tax Registry and to register one or two small plots for land tax, even if the great bulk of their holdings were held by way of perpetual *tei pei* tenancies. That these families were doing this just to secure the advantages of land tax paying status is strongly suggested since the areas of lands thus registered for land tax were often extremely tiny, in many cases significantly less than an acre.

A clear case is the Wai (韋) clan of Tai Wai, Sha Tin (大圍, 沙田), and elsewhere. Their clan genealogical record (族譜) has this to say of the First Ancestor (Wai Kin-yuen, 韋建元, 1456–1541), who settled in the Sha Tin area in 1488 and whose descendants farmed a good deal of land, almost all of it as *tei pei* tenants:¹⁹

The First Ancestor acquired a piece of second class (中則) land tax paying land at the place called Pak Shek (白石), about nine *tau tsung*²⁰ in area, paying 1 *tau* (斗), 3 *shing* (升), 5 *hap* (合) in tax grain (民米). He also acquired another piece, assessed as third class (下則), at the place called Sha Tau (沙頭), from which 2 *shek* (石), 2 *tau* (斗) in rent was received, and which pays 8 *shing* of tax grain. The tax of these two plots thus totals 2 *tau*, 1 *shing*, 5 *hap* of grain. Later, because of the growth in the number of descendants, the income from this land tax paying land has been equally divided between Kin-hing, Yin-hing, and Tak-hing [乾慶, 衍慶, 德慶: these were Wai Kin-yuen's three surviving sons, the founding ancestors of the three main branches of the clan], for the descendants of those three branches (房) to hold and enjoy for ever.

Thus, the Wai clan First Ancestor bought these two tiny plots of poor quality land, totalling no more than about two acres, of which the second plot had a tenant. He had a heading and entry in the Land Tax Registry established so that they could be registered in his name, and so that the clan could claim all the benefits that that would bring. The land was kept as an ancestral trust for all Wai Kin-yuen's descendants (they lived in four villages, three in Sha Tin and one, Sha Kok Mei, 沙角尾, in Sai Kung, 西貢). The phrase in the *Tsuk Po*, that the plots were "to hold and enjoy for ever" was designed as a warning that these plots should never, under any circumstances, be sold off. The clan do not seem to have owned any other land tax paying land.

Wai Kin-yuen was born to a very poor family in the north of Kwangtung. There were two sons in the family, but the land was so little that, if it had been divided between them, both sons would have starved to death if they had married. In such circumstances, it was the local custom that the older son should be given whatever cash the family had, to make his own way in the world, while the younger son took over the family land.²¹ Wai Kin-yuen accordingly left his family and eventually found his way at the age of fourteen to the Tang clan of Ha Tsuen, where he was taken on as an indentured labourer.²² After working hard for fifteen years, the Tang clan offered him a daughter of the clan in marriage, and land to cultivate as a tenant of the clan. He accepted the girl, but not the tenancy, wishing to reclaim his independence. He moved to Sha Tin (at that date just being opened for settlement) and took virgin land there, living in a bamboo hut. He lived to a great age, and saw the birth of his oldest great-grandson. To have been able to establish a Land Tax

Registry heading must have taken a great deal of effort to save the cash required, but he did so for the benefit of his descendants, even though the great bulk of his descendants' holdings (at least ninety-six per cent in 1898) was held under perpetual *tei pei* tenancies.²³ The existence of this land tax heading and entry would thus have allowed any descendant of Wai Kin-yuen to apply to the Magistrate for a recommendation as a San On candidate for the examinations, since such a candidate would have been able to demonstrate descent from a San On land tax paying family, even if land tax was being paid for only a tiny piece of land.

Deed 5 represents a similar situation. Here, a man who claimed descent from a land tax paying family in Tung Kwun County (東莞縣), but who needed a Land Tax Registry entry in his own name (probably to secure entry to the imperial examinations: his descent line might have been a little unclear) registered some poor quality land (third class) in Yau Yue Wan (魷魚灣) in San On for land tax. This land was just one and a half *mau*, or less than a third of an acre.

Deed 6 is another similar case (see also Plate 4). This deed is an imperial land tax receipt. The land tax payer in this case, Chi Ting-mun (池庭滿), of Shek Pik on Lantau Island, was paying tax on about one *tau tsung* (a sixth of an acre) only, a tiny percentage of his entire estate.

It is clear, therefore, that there had to have been real benefits to having a heading and entry in the Land Tax Register, even if for some tiny plot of land and for a tiny part of the family land holdings: the only factor which seems at all likely to lie behind the registration of such minuscule plots of land is a desire to make entry to the imperial examinations easier. Since success in the examinations was a guarantee of enhanced social status, any rural family with cash in hand would have considered using it to prepare for the possibility of the family one day having a descendant able to take them.

It is probable that this practice, whereby a family holding the great majority of its land by way of perpetual *tei pei* tenancies would buy the *tei kwat* rights to some small plot of taxed land so as to get for themselves the benefits that registration would bring, was widespread. On Lantau, while the great bulk of the arable land was held by way of perpetual tenancies from the Lei Kau Yuen Tong (see Deeds 19 and 21, and Deed 2), nonetheless a good number of the village clans had acquired some *tei kwat* rights and were registered as land tax payers, presumably by way of purchase from the Lei Kau Yuen Tong (see Deed 7 and Deed 8); the same is true of Wo Hang (see Deeds 9–12 and 14–16).

Before 1802, no Hakka family in San On County had been allowed to take part in the imperial examinations as San On candidates, since the county quota

of examination passes was limited to Punti families. In 1805, a small additional quota for Hakka families settled in the county (the quota comprised two passes for each prefectural examination) was established. If any San On Hakka were land tax payers, their family members could thereafter compete for this tiny quota of passes.²⁴ Before this reform, Hakka from San On could only compete in the counties their ancestors had come from a hundred or more years before, and where their original ancestors had land tax headings. This change immediately triggered registration of land for land tax within San On by the wealthier Hakka families, eager to allow their family members to take part in the examinations as San On candidates.

Thus it may well have been a quite common case for *tei kwat* landholders to be willing to sell some tiny scrap of taxed land to their richer and more upwardly mobile tenants, to get those tenants onto the Land Tax Register, in order to reduce the risk of serious disputes breaking out between them and their *tei pei* tenants, so long as the great bulk of those tenants' lands remained as perpetual hereditary *tei pei* tenancies.

The Customary Land Law and the Imperial Land Law

The Cultivator as the Person with the Right to Register the Land

It will be seen that this Customary Law was seriously at odds with the Imperial Land Law. Where the Imperial Land Law said that the land tax must be paid by the actual cultivator, the local Customary Land Law was based on the view that the cultivator, as a general rule, was not permitted to pay the land tax. Where the Imperial Land Law said that there must not be two persons with rights to any piece of land, the local Customary Land Law assumed there were always at least two.

In fact, as a general rule, between the actual cultivator and the county land tax authorities, there were usually two lordships and therefore three or even four or more persons with rights over the land. As discussed more fully below, village tradition and Land Tax Registry practice meant that the *tei kwat* landholder, the recognised land tax payer, was in fact almost invariably a trust set up in the name of the man who was the first registered landholder and land tax payer. However, this communal body, this ancestral trust, almost invariably had a perpetual hereditary tenant below it, the *tei pei* landholder, which was usually also a communal body, another ancestral or communal trust, set up in the name of the first man, or group of men, to hold the tenancy from the *tei kwat* landholder. The actual cultivator was usually a descendant of this first tenant, a man holding his land from this *tei pei*

perpetual tenant by village tradition and agreement. If the family of the cultivator failed, the land would thus not revert to the *tei kwat* landholder, but to the ancestral trust which was the *tei pei* landholder, for redistribution within the clan or village. The land would only revert to the *tei kwat* landholder, in practice, if the entire clan or village community of the *tei pei* tenant failed.

The *tei pei* landholder was thus not normally the actual cultivator of the land. When the perpetual *tei pei* tenancy was first agreed between the *tei kwat* landholder and his tenant, then the tenant would indeed have been the actual cultivator, a real man (as at Deed 20). But, in time, this first *tei pei* tenant would die. Since the tenancy was perpetual and hereditary, all the first tenant's sons and, in due course, his grandsons and remoter descendants, stood in the same relationship as he had done to the *tei kwat* landholder. As time went on, instead of an actual man as the tenant, the clan or village community as a whole became the tenant. In other words, from being a real man, the tenant soon became a *persona ficta*. In practice, the descendants would usually form an ancestral trust in the First Ancestor's name (the First Ancestor being the man who first took out the tenancy). In some places, the original *tei pei* tenancy was taken out by a small group of friends, not a single man: in such cases, their descendants would usually form a communal trust to hold the *tei pei* tenancy after the death of the original *tei pei* landholders, to hold the tenancy in the name of the village community. This ancestral or communal trust would be the *tei pei* tenant: the tenancy would thus continue in the name of the first tenant. The individual village families, the actual cultivators of the soil, would hold their property from their own ancestral or communal trust, usually by way of oral agreements among the clan brethren, with the ancestral or communal trust thus standing between them and the *tei kwat* landholder.

There were thus layers of ownership within the villages, and layers of landholders each with rights over the land. Much of the land which the Founding Ancestor had tilled during his lifetime would, after his death, have been divided between his sons and been cultivated by them. Only a little of the land he had tilled would remain as the property of an ancestral trust set up in his name and rented out for a cash income. However, at another level, as the holder of the *tei pei* tenancy, that ancestral trust continued to own the entire village area. The individual village families, the First Ancestor's sons and their descendants, held their land, tilled it, and might sell or mortgage it, but they held it, normally, as sub-tenants from their ancestral or communal trust, the *tei pei* tenant. In some villages, the individual families made a small recognition payment to the trust, to provide the money the trust had to pay to the *tei kwat* landholder, but in other villages there was no payment, the relationship

being left without any formalisation. In the great majority of villages, there were no documents detailing the relationship between the *tei pei* tenant and the sub-tenants, the individual village families: the relationships were articulated orally and bound by village custom. The system would be supervised by the manager of the main trust, as advised by the village elders, in accordance with village custom.

The Right to Approve Reclamation of the Waste

An equally significant difference between the Imperial and local Customary Land Laws was the attitude taken towards the waste, and the power to approve reclamation. The Imperial Land Law was very clear that waste land belonged to the Emperor and that only the Emperor's local representative, the County Magistrate, or a privileged imperial grant holder, could give approval for the waste land to be broken up and reduced to arable. Approval for any such reclamation would be shown by allowing the reclamer to pay the land tax for the land. The Customary Land Law, on the contrary, assumed that the waste land belonged to the nearest land tax payer, who had the right to approve reclamation on that area of waste under his control.

Basically, the Customary Land Law assumed that a land tax payer had the rights, not only to the land on which he paid the tax, but to all waste land on all sides of it, until he came up against wastes under the control of the next land tax payer. All this land should have been considered to be imperial land, according to the Imperial Land Law, belonging to the Emperor, or the privileged imperial grant holder, but this was not the case under the Customary Land Law, which assumed that all uncultivated land was privately owned and subject to the usual *tei kwat:tei pei* double ownership. This point was noted by all the Hong Kong officials who wrote on the Customary Land Law in the years 1900–05.²⁵

The usual situation was that the *tei kwat* landholder would include within the area of a perpetual *tei pei* tenancy all the land within some set of boundaries clearly defined on the ground, leaving the *tei pei* tenant to reclaim as much of the land as he chose for arable use, the rent-charge payable being the same no matter how much or how little he chose to open. In the context of such a tenancy, any waste not reduced to arable would thus pass into the tenant's control and holding. Deeds 20 and 23 illustrate this usual situation. Occasionally, a *tei kwat* landholder would include in the *tei pei* tenancy only cultivated land, or land obviously easily reducible to cultivation, and would attempt to require any significant reclamation to be covered by a separate *tei pei* tenancy (see Deeds 2 and 19), but this sort of situation

was, it would seem, less common. The *tei kwat* landholder might pay land tax on some part of the area thus leased, but might not pay land tax on any part of it, if the area was seen by him and others as falling within the area of his control and ownership of the waste.

By taking this line, the *tei kwat* landholder would take a rent-charge from far more land than he was paying land tax on.²⁶ This was why the rent-charge could be so modest, and yet bring in profit to the *tei kwat* landholders.

Variations in the Practice of the Customary Law

At the heart of the Customary Land Law was the concept that there were two rights of ownership to land, the *tei kwat* and *tei pei* rights, and that there were two lords to any piece of land: 一田兩主 (“Any field has two lords”). However, in practice, this simple idea varied in the details of how it was implemented. At least four different sets of circumstances can be seen in the New Territories, although all of them fall under the general idea of two lords to any piece of land.

In the first place, there is the usual situation which existed in the immediate vicinity of the wealthier villages, especially those on the fertile Yuen Long plain or in the equally fertile Sham Chun River Valley. In these villages, it is likely that most of the land in the immediate village areas paid land tax. Most of the land tax was paid, or had originally been paid, by one or other of the ancestral trusts of the village. These ancestral trusts would have been the land tax payers ever since the death of the ancestors who had first registered the land for the land tax, and in whose name they were set up – in many cases centuries before 1898. The actual cultivators, the *tei pei* landholders, would have been men of the village clan, holding their lands by an oral perpetual hereditary tenancy from one or other of their own ancestral trusts, and paying at most a modest rent-charge to the ancestral trust, which then paid the land tax due. From the balance of the rent-charge, the ancestral trust would have met its other commitments (e.g., the upkeep and ritual expenses of the ancestral hall and clan grave-worship). Such a trust would have held some land in addition, which it let out at a rent close to a rack-rent, on a non-perpetual basis, to families of the clan whose perpetual tenancy lands were not enough for the time being for the family’s subsistence and who needed to rent a little more. In such circumstances, a wealthy *tei pei* landholder might buy out the *tei kwat* landholder relatively easily and have himself registered as the land tax payer, since the ancestral trust might well prefer a substantial sum cash-down to a tiny rent-charge on a continuing basis, especially since the land tax registration

would not go out of the clan. Indeed, it is in the immediate village areas of these ancient wealthy villages that most individuals registered as land tax payers in 1898 were to be found.

In such circumstances, while the villagers would see the normal *tei kwat:tei pei* relationships as being in place, it is very doubtful if any Ch'ing tribunal would have found anything contrary to the Imperial Land Law in the arrangements. The imperial authorities recognised that the land tax headings and entries were "to be held by the family (戶左房承) (i.e. hereditarily)" concerned (see Deed 5), and this implies acceptance of arrangements such as this.

Around these wealthy ancient villages, there were usually a few villages of "tenants" (佃). These villages had perpetual hereditary tenancies for their land from the master-village, usually oral. However, the villagers of these tenant villages had to pay the master-village very much more than just a simple modest rent-charge, often something close to a rack-rent, plus other dues of a more or less servile character, such as supporting the master-village in any inter-village war or assisting with their labour for certain works. Mostly, these payments and services were due to one or other of the ancestral trusts of the master-village.²⁷ These tenant villages often occupied fertile land, long cultivated and often registered for the land tax, which would have been paid by the master-village.

In such circumstances, the villagers would also recognise that the standard *tei kwat:tei pei* relationships were in place. But here, again, it is doubtful that any Ch'ing tribunal would have found anything illegal in the situation. The important factor would have been the high rent charged, more typical of tenants for a term of years than other types of perpetual tenants. If the master-village was at the same time a privileged imperial grant holder, which was the case in many of these relationships, then this would have been even more likely to have been the judgement of the Court, since land tax was being paid and since the imperial grant was designed to allow the grant holder to make a profit from tenants.

Further away from the master-village, there tended to be a zone of "allied" villages (朋). These, too, often farmed old and fertile land, by way normally of oral perpetual tenancies from the dominant village. Some at least of the lands of these villages paid land tax, but the land tax was normally paid by one or other of the ancestral trusts of the master-village, from a modest rent-charge paid by the cultivators.²⁸ In these circumstances, the cultivators held the *tei pei* rights, and the master-village ancestral trust the *tei kwat* rights, but a Ch'ing tribunal would probably have found these arrangements illegal. This sort of arrangement is an example of *baolan*: land tax is paid for the land, not by the cultivators with the right to use the land, but by a wealthy village on their behalf.

Finally, and usually yet further away from the master-village, there were broad areas where the *tei pei* rights were held by way of small or very small rent-charges paid to *tei kwat* landholders who paid no land tax at all for the land or only a tiny amount, although usually the rent-charge was, nonetheless, spoken of as being in lieu of land tax. There can be little doubt that this would have been seen by the Ch'ing authorities as illegal, had they been forced to rule on the propriety of the situation.

There were intermediate situations between all of these categories, none of which is clearly marked off from the others. Nonetheless, these sets of circumstances represent four entirely typical nodal points along the continuum of New Territories *tei kwat:tei pei* relationships.

As Palmer and Watson note,²⁹ there were *tei kwat* landholders who were centred well outside the New Territories as well as master-villages located within the area. The Lei Kau Yuen Tong (李久遠堂) on Lantau, the Wong Wai Chak Tong (黃維則堂) on Cheung Chau, and the Iu Yi Yin Tong (Chinese characters unknown) on Lamma were all centred on villages near the county city of Nam Tau. The County Director of Education (with subsoil rights on Ma Wan, 馬灣, San Tin, 新田, Kowloon City, 九龍城, and elsewhere) had his yamen in Nam Tau itself. The Tsz Fuk Monastery (資福寺), which owned *tei kwat* rights in various places within the New Territories, was located just outside Tung Kwun City. However, their relationships with their *tei pei* tenants seem to have been in no significant way different from those of *tei kwat* landholders centred nearby within the New Territories, except that they had few if any of their own clan members holding tenancies from them. Certainly, some of these absentee *tei kwat* landholders took high rents from some of their tenants and controlled them quite tightly. "Absentee" and "local" should not therefore be treated as strongly distinctive, except in the immediate vicinity of the master-village. *Tei pei* tenants of the Liu (廖) clan of Sheung Shui (上水) in Sai Kung (西貢) would have regarded their *tei kwat* landlords as just as much "absentee" as those of the County Director of Education on Ma Wan (馬灣).

The Rent-Charge Levied as against the Land Tax Paid

A good example of a *tei kwat:tei pei* relationship where the *tei kwat* landholder paid no land tax at all for the land over which *tei kwat* rights were claimed is Shap Sze Heung (十四鄉), the area on the northern slopes of the Ma On Shan (馬鞍山) mountain massif. The Liu (廖) clan of Sheung Shui (上水) claimed the *tei kwat* rights to the whole of this area, both arable and waste. However, according to the branch of the Liu clan settled at Wu Kai Sha (烏龜沙),³⁰ just outside

the Shap Sze Heung area, the sole basis for this claim was that the clan had an early (Ming) clan grave in the area.³¹ This grave was probably not registered in the County Magistracy. The Lius may have paid a small amount of land tax for land at Wu Kai Sha, since the Wu Kai Sha branch of the clan had been settled there from the middle Ming, but the Wu Kai Sha clan are sure that the Lius paid no land tax for any land in Shap Sze Heung. But on the basis of these dubious claims, the Sheung Shui Lius issued at various dates (mostly in the early eighteenth century) *tei pei* tenancies which by 1898 supported some fourteen or fifteen main Shap Sze Heung villages, and four or five subordinate hamlets, with a total population of about 900.³²

A similar case is Lamma Island (博寮洲). Here, the Iu (姚) clan claimed the *tei kwat* rights to the whole island. They had been granted the island by imperial decree at some early date (possibly in the Sung, certainly by the Ming).³³ They probably paid some land tax here in the Ming, but the registrations were cancelled at the time of the Coastal Evacuation. It seems likely that the Iu clan only found new tenants for Lamma after 1730. Between 1731 and 1735, however, they registered 21.6 *mau* (almost exactly four and a half acres) of land for land tax. This was after the land tax was frozen in 1712–13, but the Iu clan clearly felt that they had to have something on record in the Land Tax Registry, since they were actively letting land on the island then, so they requested to be charged tax on these small areas (see Deed 4). On the basis of this registration, they issued *tei pei* tenancies (all in the eighteenth century), which by 1898 supported some eighteen villages with a total population of probably 850,³⁴ cultivating several hundred acres of land. They also claimed the right to charge for use of the waste hill-slopes, and the sea-bed, too.

Tsing Yi (青衣) was another similar case. Here, 36.2 *mau* of land (a little above seven and a half acres) was registered for the land tax, by the Tang (鄧) clan of Kam Tin (錦田), but about 100 acres of land were in fact cultivated there by 1898 by the inhabitants of some half-dozen villages comprising some 330 persons, all with *tei pei* tenancies from the Tangs as their only claim on the land.³⁵

Probably, over most of the central and eastern New Territories, the position was similar to that at Shap Sze Heung or Lamma (with between zero and up to ten per cent of the arable land claimed as falling under the *tei kwat* landholders' control actually paying land tax). In only a few places in this area is it likely that the percentage of land paying land tax was substantially higher. In these areas, where the *tei kwat* landholder had only a very tiny amount of land paying land tax, buried in huge areas paying rent-charge to him, it was usually the case that the *tei kwat* landholder could not by 1900 actually identify which plots of land it was on which

he paid land tax. Vague and outdated placenames in old land deeds were of little help. Even if the imperial authorities had been inflamed with the desire to check what land was actually paying land tax, they would thus have faced huge, probably insurmountable, problems in doing so.

Ma Wan (馬灣) Island, however, is a case where the *tei kwat* landholders charged a significant rent close to a rack-rent and well above the Crown Rent level charged after 1900. Here, the island fell into two parts (see the notes to Deed 18 for a more detailed discussion of the position at Ma Wan). In the southern quarter of the island (the area around the small port of Ma Wan), 23 *mau* of land was registered for the land tax (4.79 acres), but the *tei kwat* landholders charged rent on 25.97 acres (the percentage paying tax was thus 18.4%). In the northern three-quarters, 54 *mau* was registered for the land tax (11.25 acres), but the *tei pei* landholders cultivated 21.43 acres (the percentage paying tax was thus 52.5%). In the northern three-quarters of the island, the rent seems to have been set at a rack-rent level when the tenancies were first issued (1811, or a little before then) for all the land that was then under cultivation, with the tenants being given rights to open other land from the waste thereafter without paying any tax on this new land. Eighty years later, they were paying rent for only a little over half of the land by then occupied.

Percentages similar to those disclosed at Ma Wan (between about a fifth and over half of the cultivated land registered for tax) were probably normal in the Yuen Long Plain and the Sham Chun River Valley, the most fertile and longest settled areas of the New Territories. The position on Ma Wan may have been common, with rack-rents charged to tenants when the perpetual tenancies were first established, but with rights to open other land for cultivation thereafter without any increase in the rent charged. Percentages such as those on Lamma, Shap Sze Heung, and Tsing Yi (between zero and perhaps ten per cent registered for tax) were probably the norm in the more mountainous and less fertile centre and east of the area.

It should be stressed that the rent-charges levied on land where the *tei kwat* landholder paid no land tax, or very little, were usually very modest indeed. Deed 20, where an entire village – houses, cultivated land, and wide stretches of waste around it – was tenanted for a mere fifty cents a year and four years' rent as a down-payment,³⁶ or Deed 23, where another entire village, including the surrounding wastes as well as the houses and cultivated land, was rented for twenty cents a year, with down-payments equal to five years' rent, cannot be seen as anything other than very modest. They are about two and a half or one day's income respectively for an unskilled labourer or coolie at 1899 levels of coolie income.

The Traditional Land Law as a Complex System

The complexity of the Customary Land Law as it had developed on the ground by the end of the nineteenth century in the New Territories area can be best seen by looking at the situation in North Sai Kung (西貢北) (see the notes to Deed 117 for a fuller discussion). It is extremely probable that there was no land registered for land tax anywhere in this vast area. The Liu clan of Sheung Shui, however, issued a perpetual tenancy for the whole area to six friends who entered the area in the early eighteenth century looking for land. What the basis for the Liu clan claims was is unclear: possibly, as at Shap Sze Heung, they had an old grave in the area, but it is unlikely that they paid land tax for any part of it. It is quite likely that the six friends were charged an annual rent for this perpetual tenancy of $12\frac{3}{4}$ taels of silver (a little over \$17.50 a year). The tenancy covered some thirty-seven square miles of land, much of it mountainside (the area is perhaps the remotest in the whole New Territories). There were four substantial areas of flat and cultivable land within the area of the tenancy. The six friends formed a communal trust among themselves (the Luk Hap Tong, "Hall of the Six United", 六合堂), and this trust was the holder of the perpetual tenancy from the Lius. Three villages were established by the six friends: Pak Sha O (白沙澳), where the descendants of three of the six lived, Lai Chi Chong (荔枝庄), where the descendants of two of them lived, and Nam Shan (南山), where the descendants of the last of them lived.

In 1811, two brothers of the Yung (翁) surname entered the area seeking land. They rented on a perpetual tenancy basis the Hoi Ha (海下) Valley from the Luk Hap Tong (this was the fourth cultivable area within the tenancy area tenanted by the Luk Hap Tong: it had not yet been developed by the descendants of the six original settlers by 1811). The two brothers established a communal trust between them to hold this tenancy.³⁷ The Luk Hap Tong rented the Hoi Ha Valley to the Yung brothers for $12\frac{3}{4}$ taels of silver, arranging for the Yungs to pay this direct to the Lius, so clearing the Luk Hap Tong rent for them.

Each of the eight clan-groups (the descendants of each of the six original settlers, and the descendants of the two Yung brothers) established ancestral trusts. The actual cultivators held their land by perpetual oral tenancies from those trusts, the ancestral trusts in turn holding from the Luk Hap Tong or the Yung clan communal trust.

There is no evidence that there was ever a written deed between the Luk Hap Tong and the Lius: there may well have been, since the Lius usually issued deeds for their perpetual tenancies, but, if so, it had been lost long before 1898. It is

almost certain that the tenancy taken out by the Yung brothers from the Luk Hap Tong was oral, and quite certain that the individual cultivators of the Hoi Ha area held their land by oral tenancies supported only by village tradition and the witness of the village communities: very low levels of payment were made by these tenants to their ancestral trusts to cover the rent payment to the Lius. So an individual Yung clan cultivator in 1898 held his land by an oral perpetual tenancy, or several such tenancies, from his own ancestral trust, which held it in turn by an oral tenancy from the communal trust in the name of the two Yung brothers, who held it in turn by an oral perpetual tenancy from the Luk Hap Tong, who in turn held it by perpetual tenancy from the Lius, and all this for land which, in the strict eye of the Imperial Land Law almost certainly remained waste mountainside, owned by the Emperor, since no land tax was paid for any of it. In other words, there were no fewer than four intermediate lordships between the actual cultivator on the ground and the imperial authorities. Such complexities must have been very common in the area.

The Origins of the Customary Land Law

How and when did the Customary Land Law arise? The New Territories Land Court considered this point at some length.³⁸ The President of the Court, H. H. J. Gompertz, noted that for many small, poor families coming into the area seeking land to farm, whether in the Ming or later, the expense of establishing a Land Tax Registry heading and entry would have been an impossible obstacle to their paying land tax. For these families, taking a perpetual tenancy from a *tei kwat* landholder, whereby they got access to taxed land, but without having to pay the establishment expenses of a Land Tax Registry heading of their own, would have been an attractive option. If such families, by paying a rent-charge to the *tei kwat* landholder, could have their land tax paid together with the *tei kwat* landholder's taxes, then, even if they were paying in rent-charge more than the *tei kwat* landholder was paying in tax, this was still easier on them than finding, once for all, the huge sums demanded for setting up a Land Tax Registry heading and entry. This would have been particularly so since the freezing of the land tax meant that it was unlikely that the Magistrate would be active in trying to eradicate *baolan* situations. If the arrangements were such that the *tei kwat* landholder would permit the tenants to take in extra land from the waste without increase in the rent, then this would clearly have been an even more attractive option. Subsequently, the tenants would not wish to rock the boat, since, if the Magistrate was forced to take formal

note of the situation, he might confiscate the land, as the law permitted, and look for a new landholder. However, since such a new landholder would have to be a registered land tax payer, with a heading and entry of his own, this would result in the cultivator being dispossessed along with the *tei kwat* landholder and, doubtless, blacklisted throughout the area as well if it had been his actions which had drawn the attention of the imperial authorities. This point was noted by Hong Kong officials in 1900–05.³⁹

There can be little doubt that Gompertz is correct, and that the huge expense of establishing a heading and entry meant that, for most small families taking up land, a perpetual tenancy from a *tei kwat* land-holder was the only practicable way of getting established in any area where much of the land was registered for tax. This would have been as true of the Ming as of the Ch'ing. Once established with a *tei pei* perpetual tenancy, the clan would be locked into it, since the master-village would never agree to selling out their superiority. If the *tei pei* tenants became wealthier, the best they could hope for was to do as the Wai clan did in Sha Tin and buy one or two tiny plots of taxed land to establish a Land Tax Registry heading and entry, even while accepting that the great majority of their holdings would continue to be perpetual *tei pei* tenancies. Gompertz also noted that the *tei kwat* landholders were scrupulous in treating the *tei pei* tenants fairly, and that they did not try to squeeze more from them than the agreed rent-charge.⁴⁰ this must also have been a major factor in keeping the *tei pei* tenants passive (Deed 117 shows what happened when a *tei kwat* landholder tried to take more than the tenants concerned considered traditionally due – the tenants immediately threatened to take the *tei kwat* landholder to the Magistrate or to take up arms against him: see also Deeds 1–4).

Probably, many of the small families entering the area in the Ming or later would have had to accept the more onerous terms of becoming a rack-rent tenant (佃) of a master-village and paying a heavy rent, not merely a light rent-charge. If such a clan in due course became wealthy, it might be able to pay a lump sum to the master-village to allow them to move up to the status of allies, paying a much lower rent-charge, but still allowing the master-village its superiority: the *tei pei* clan might also lower its rent per acre over time by reclamation of hill-slopes around the core of its territory, as the Tin Liu villagers did.

There can be little doubt that clan members of wealthy clans held oral customary perpetual tenancies from one or other of their own ancestral trusts for the land they cultivated within the immediate environs of the main village of their clan. This must have been so from the earliest period, certainly from the Ming. Equally,

it is probable that tenant villages paying onerous rates of rack-rent to their master-village were a feature of the area from the Ming.

In other words, of the “nodes” of the *tei kwat:tei pei* continuum noted above, the first three were, probably, in many cases in place by the Ming, as with the Wai clan lands, even if, in some other places, the arrangements were put in place only in the eighteenth or nineteenth centuries, as at Tin Liu.⁴¹

The major question is when the practice arose of the *tei kwat* landholder claiming to control all the wastes on all sides of his tax-paying land until he came up against wastes under the control of the next tax payer, thus letting perpetual tenancies for land where no land tax, or very little, was paid. Gompertz dated this development to the period immediately after the rescission of the Coastal Evacuation decree, at the end of the seventeenth and the beginning of the eighteenth century, as a consequence of the desperate need to get the land which had fallen waste during the Evacuation back into cultivation as soon as possible. He notes that incomers were encouraged to take up land in this period by small grants of money and the promise of “easy terms” of tenancy.⁴² A perpetual, hereditary, transferable tenancy, with free rights to reclaim the wastes for a fixed, moderate, and immutable annual rent-charge would have been as easy a set of tenancy terms as could be imagined. Gompertz is very probably correct to date this development to the end of the Coastal Evacuation period. One Hong Kong Government servant, writing in 1904, stated that the *tei kwat:tei pei* relationship common in the New Territories area (he probably had the sort of perpetual tenancy in mind where no land tax, or very little, was paid) did not appear in the northern part of San On County: in other words, this relationship existed only in those parts of the county which had been affected by the Coastal Evacuation.⁴³ It is also true that the villagers of today tend to ascribe the development of the *tei kwat:tei pei* relationships to “when the Magistrate encouraged incomers to take up land”.⁴⁴

The County Magistrates at the end of the seventeenth century were so eager to rehabilitate the county after the trauma of the Coastal Evacuation that they may well have asked the older, richer clans to help in any way they could. If those clans could find new tenants for empty land and bring them in, a small rent-charge would be reasonable recompense. The presence of so many ancient clans with privileged imperial grants, which legally gave them the right to permit reclamation from the waste, would have made this a simple step: those ancient clans without privileged imperial grants merely arrogated to themselves the same rights, presumably with the Magistrate’s connivance, since this would have made the Magistrate’s aims of filling the empty land quickly very much easier to achieve. The major irregularity

in the position was that the land thus taken up was not subsequently registered for the land tax. Messer and Ts'ui note that incomers taking up virgin land would always be concerned that, having tried the land out it might be found to be unviable, but if they had registered it for tax and later abandoned it, they might find themselves perpetually saddled with the land tax, as abandoned land had to pay the same tax as when it was cultivated.⁴⁵ This may well have been an additional inducement to incomers to accept the safety of a small rent-charge and to avoid going to the Magistrate to register land newly opened from the waste.

Tei kwat:tei pei systems of land-holding were common in many areas, in particular South China. These, however, seem normally to have covered only the first three nodes of the system discussed above, those which were clearly in place from the Ming.⁴⁶ Relationships where the *tei kwat* landholder paid no land tax, or very little, for the land in question were much rarer and seem to have been almost limited to the New Territories area. This again suggests that this form of the relationship must have arisen from some development which affected the New Territories area more seriously than many others – the Coastal Evacuation is very likely the development in question.⁴⁷

Village Wastes under the Customary Land Law

One point which is often overlooked in discussing the Customary Land Law is, as noted above, that it usually gave villagers control, not only over their houses and arable land, but also over the wastes around their village up to the boundaries set out in their tenancy (see Deeds 20 and 23). Villagers considered this control over the wastes to be of the highest importance, and it would have been a major inducement to their acceptance of a perpetual tenancy. “Waste” was emphatically not “valueless”.⁴⁸ Villagers could cut fuel on these waste hill-slopes for sale in the market towns as well as for their own use. They could hunt there, using their village dogs and selling the game so caught. They could cut withies, rattan, and medicinal herbs (山藥)⁴⁹ there, weaving the rattan into baskets, sieves, or other articles for sale, while selling the medicinal herbs in the local markets. Honey could be taken for sale. Cattle could be pastured, not only the village cattle but other cattle which could be sold in the markets. The dead could be buried there. Above all, they could stop outsiders coming onto “their land” to do any of these things. In addition to all this, the wastes (or parts of them) were usually of *fung shui* significance to the village: with these wastes under their control, village communities could ensure that these vital geomantic areas were kept inviolate.

The mountainside village of Ho Chung (蠔涌) on Lantau, for instance, made much of its money from breeding large numbers of cattle, far more than were needed for ploughing the village's own limited rice-land. These cattle were pastured on the extensive "wastes" within the Ho Chung village perpetual tenancy boundaries.⁵⁰ These cattle were bred for sale to brokers, who came to the village twice a year to buy up young cattle for sale to the rich lowland villages, where shortage of pasture made the breeding of young cattle for use as plough animals too difficult. Much of the rest of Ho Chung's livelihood came from cutting firewood from those same "wastes" for sale to brokers from Cheung Chau (長洲) who would buy it at the pier-head at Mui Wo (梅窩) for carriage across to Cheung Chau, which had no fuel sources on the island.

Villages near the seashore equally valued their access to the sea-bed. The villagers of Wong Chuk Yeung (黃竹洋), for instance, high in the hills above Fo Tan (火炭) in Sha Tin, had, long before 1898, bought from the villagers of Tai Shui Hang (大水坑) (a seashore village controlling significant stretches of sea-bed, comprising rich mud-flats exposed at low tide) the right to collect clams without interruption from these Tai Shui Hang sea-bed "wastes" on a specified number of days each year. Every Wong Chuk Yeung village household owned suitable picks, and, on the specified days, would set off before dawn to maximise that household's access to this valuable product.⁵¹ The Wong Chuk Yeung elders state that a number of other villages, mostly mountainside villages but including also some lowland villages with poorer access to the coast, had each also bought one or more days' access to these mud-flats.

For many hillside villages, it was this guaranteed access to the wastes which alone made the village viable. Without control of the village "wastes", Ho Chung would not have been a viable community. Again, the village community of Wong Chuk Yeung, with only a very restricted area of rice-land but with well-wooded slopes on all sides, depended heavily on the income it got from the sale of firewood cut on the slopes.⁵² So vital were the wastes to them, indeed, that they set their young men to watch the ridges, to ensure no outsiders crossed into the valley to try to cut firewood there. The Imperial Land Law might state that private land extended only to the edge of the arable, but the villagers felt very strongly that the waste around their village was theirs. The Customary Land Law duly accepted this position and usually included the wastes in the perpetual tenancies of the villages, so passing the wastes into the villagers' exclusive control, subject to the payment of the annual rent-charge.

Control of the wastes was thus often vital to the very existence of the poorer mountainside villages, but this did not mean that opportunists from the richer valley villages did not on occasion try to muscle in on their wastes. Tai Wai (大圍), for instance, the nearest wealthy lowland village to Wong Chuk Yeung, and very short of fuel, often sent young men to try to cut wood at Wong Chuk Yeung rather than to buy it from the Wong Chuk Yeung villagers. Misunderstandings were frequent between Wong Chuk Yeung youths and Tai Wai people crossing the Wong Chuk Yeung Valley quite innocently on their way to the market at Tai Po. Fights between the two groups of young men were not at all unusual. Both the Tai Wai and Wong Chuk Yeung elders accepted that the wastes belonged to Wong Chuk Yeung, but the wealthy lowland clans were not unwilling to try a little bullying on occasion, albeit usually unsuccessful. But monopoly of their fuel-cutting grounds was vital to Wong Chuk Yeung: without this source of income, the village would have been unviable. Wong Chuk Yeung also bred pigs and cattle for sale, pasturing them on their hillslopes.⁵³

Much the same is true of Tai Om Shan (大菴山) and Wo Liu (禾寮) (Deeds 20 and 23), where, by 1900, only about ten per cent of the land covered by the perpetual tenancies had been reduced to arable and where most of the remaining land was still then under trees and grass. Tai Om Shan and Wo Liu, like Wong Chuk Yeung, would have taken immediate and, if necessary, violent action to preserve their wastes from outsiders trying to meddle with their monopoly of access to them.

It is this sort of scenario which underlies the strongly felt belief by villagers that the wastes around their villages were for their exclusive use, and so also the Customary Land Law assumption that the wastes should normally be covered by the perpetual tenancies of the villages.

The wastes around the villages could be managed in a number of ways. In many places, such as Wong Chuk Yeung, every village family had the right to use the wastes but only if they sent their men to take part in the village watch on the ridges when their turn came round.⁵⁴ In other places, such as Hoi Ha, the waste was divided into demarcated areas, with individual village families having exclusive fuel-cutting rights in the individual areas, by oral village agreements and tenancies.⁵⁵ In yet others (for instance Wo Hang, 禾坑, near Sha Tau Kok, 沙頭角), fuel-cutting was permitted on some slopes and forbidden on others. New brides marrying into the clan were taken round the area by older women and shown where cutting was and was not permitted; they were taught mnemonic verses which gave the same information, and were not allowed to cut fuel until the village matrons

were satisfied they knew the ground-rules.⁵⁶ Many villages had by-laws controlling access to, and use of, the village wastes.⁵⁷

The Attitude of the San On Magistrates and the Higher Provincial Authorities to the Customary Land Law

It is certainly the case that the Customary Land Law could not have survived without a considerable degree of complaisance on the part of the imperial Ch'ing authorities, at all levels, up to the Viceroy in Canton. Deeds 1–4 show that, whenever the validity of the Customary Law was formally brought to the notice of those authorities, the authorities ruled that the terms of the Customary Law should be enforced, no matter how dubious that was when considered in the light of the Ch'ing Code. Fuller details of these four cases are given in the notes to the Deeds.

Deed 1 is the record of a legal case between the villagers of Tap Mun and an opportunist who wanted to claim the island as his “newly opened” land, for which he would pay the land tax. Both the San On Magistrate and the Prefect of Canton ruled against him, refusing to allow him to pay any land tax or to claim any land as “newly opened” on the island, and specifically ruling that the communal trust of the villagers held the *tei kwat* rights to the whole island “down to the sea and includ[ing] the mountain-side above”. The Prefect ruled that no one thereafter should attempt to “use taxes as a pretext for causing trouble, neither may any vagrant local bullies use this case as a precedent to claim that they have opened new land.” The Prefect went so far, indeed, as to say that anyone attempting to do this (that is, to act in accordance with the law as written in the Ch'ing Code) would be prosecuted. The imperial authorities thus refused to implement the Imperial Land Law, even where that law was the specific point of contention.

Deed 2 is the record of a very complex and long-lasting dispute between the Lei Kau Yuen Tong (the *tei kwat* landholders of Lantau), and their tenants at Tung Chung (東涌) (the dispute lasted from 1703 to 1778). The tenants wanted to pay land tax for the land for which they held *tei pei* tenancies from the *tong*, or at least for land newly reclaimed by them in the area. Eventually, after the matter had been considered by no fewer than six successive Magistrates, by the Prefect of Canton, the Provincial Treasurer, and by two successive Viceroys, it was ruled that the tenants should pay rent to the *tong* on all the land that had been opened by the date of the decree (1778) at the old rates, but that the *tong* should give the tenants free rein to reclaim new land thereafter, which should not pay any additional rent, so that the rent as assessed in 1778 would become a fixed and immutable rent

thereafter. In other words, the norms of the Customary Law were enforced. No attempt was made by any official to rectify the land tax situation. The Customary Land Law was thus enforced, and no attempt was made to bring the area within the norms of the Imperial Land Law.

Deed 3 is the record of a dispute at Kat O (吉澳) in 1802. Here, the inhabitants had taken out a communal perpetual tenancy for the whole island from the *tei kwat* landholder. The *tei kwat* rights were subsequently sold and the new *tei kwat* landholder tried to raise the rent received. The case was taken by the tenants to the Magistrate, then to the Prefect, and then on to the Viceroy himself. The ruling was that the original rent of 12,200 cash should remain, with no change allowed in the *tei pei:tei kwat* relationships on the island. Again, no attempt was made to do anything other than enforce the Customary Law (very little land paid land tax on the island, but nothing was done to rectify this situation).

Finally, the deeds at Deed 4 record a long-running dispute between the *tei kwat* landholders on Lamma (博寮洲) (the Iu Yi Yin Tong), and their *tei pei* tenants: the dispute centred on exactly what the limits of the rights of the *tei kwat* landholder were. The Magistrate consistently ruled in favour of the *tei kwat* landholder, ruling that he had the right to collect rent from all the arable land, despite paying land tax on at best a half a per cent of it, from the sea-bed and from the waste mountain-slopes, in each case in clear contradiction to the norms of the Imperial Land Law.

Thus, the Ch'ing Imperial authorities, from the highest to the lowest, consistently ruled in favour of the Customary Land Law. They did not favour only the rich and influential *tei kwat* landholders, but at least as frequently found in favour of the tenants. But, in all these cases, they ruled in accordance with the norms of the Customary Land Law, not the norms of the Imperial Land Law.⁵⁸

Tei pei landholders remained intermittently unhappy that they could not register their lands for the land tax, and so take advantage of the benefits of land tax payer status. The rent-charge to the *tei kwat* landholder would have been an attractive deal when the ancestors of the *tei pei* landholders moved into the area, but would have been seen as less advantageous as the tenant clans became wealthier over time and began wanting to prepare sons for the imperial examinations. The unwillingness of the imperial authorities to allow perpetual *tei pei* tenants to claim any rights under the Imperial Land Law, and to insist on upholding the norms of the Customary Land Law, thus pressured such *tei pei* tenant groups to look for other solutions. One was inter-village warfare. As noted above, there was a spate of such wars in the third quarter of the nineteenth century: a good number were waged between a group of *tei pei* landholders and their *tei kwat* rent-charge holders with a view to stopping

payment of the rent-charge. This was, for instance, certainly the main reason behind the war between the villagers of Lam Tsuen and the *tei kwat* landholder in the 1860s.⁵⁹ Lockhart mentions “disputes and family feuds” as having been “general” as a result of “confusion ... in the matter of land”.⁶⁰ Shepherd similarly notes land “in Kowloon” “held under a title by capture, where the clans fought, and the losing clan gave up a field as the price of the cessation of hostilities.”⁶¹

Hong Kong Government Views on the *Tei Kwat:Tei Pei* Relationships

The new administration was, in the event, to eradicate the *tei kwat:tei pei* relationship almost entirely from the New Territories, insisting that only the old *tei pei* cultivators be allowed to register their land for the new Crown Rent, and refusing to countenance any continuing payment to the old *tei kwat* landholders. Only where the tenancy was for a term of years or was genuinely a tenancy-at-will would rent payments to a landlord in future be allowed. The formal government ruling was: “In future no perpetual tenancies will be allowed, but leases must be granted for a definite term of years.”⁶²

There were one or two minor exceptions to this general rule. The Hong Kong Government saw no legal or social problem in cultivators continuing to hold their lands by oral perpetual tenancies from their own ancestral trusts. They seem to have left it open for village communities to register their lands in the Block Crown Lease Survey as property of the ancestral trusts or as property of the old tenants of the trusts. Most villages chose the second course, registering the rice-land they had previously held by way of traditional oral perpetual tenancies from their ancestral trusts in the name of the individual cultivators, leaving to the ancestral trusts only that property where the trust had, before 1899, let the land on short-term tenancies. However, in at least two villages, the Hong Kong authorities allowed the entire village territory to be registered as one single lot in the ownership of the ancestral trust, leaving the actual cultivators under traditional oral perpetual tenancies. These were Shan Ha Wai (Tsang Tai Uk) (山廈圍, 曾大屋) and Wong Chuk Yeung (黃竹洋), both in Sha Tin (沙田). A few decades later, the Shan Ha Wai villagers petitioned the District Officer to divide the land of that village between them, so that their customary traditional tenancies could be replaced by the standard situation, with each villager registered in his own name; the Wong Chuk Yeung villagers, however, have continued to the present with a single lot and customary tenancies below it. Much the same was the case at Sheung Wo Hang, where seventy-two per

cent of the rice-land was registered in the Block Crown Lease under the names of the various ancestral trusts with only twenty-eight per cent registered under the names of individual villagers. The land registered under the names of the individual villagers was mostly poorer quality land, probably land which the villager or his ancestor had reclaimed from the mountainside himself. The great majority of the good-quality rice-land was left in the name of the ancestral trusts, with the individual families continuing to hold their land by way of oral tenancies from their ancestral trusts.

The Hong Kong authorities also hesitated for some time as to what to do where the *tei kwat* landholder was charging the *tei pei* tenants a rack-rent or something close to it, even though the lease was perpetual, and where the land tax was actually being paid by the *tei kwat* landholder, and even more where the leases were for a term of years.⁶³ In these circumstances, it was difficult to see what the illegality of the old leases consisted in either under the Imperial Land Law, or under Hong Kong law. The Hong Kong authorities were thus initially unsure what to do if the land, in such circumstances, was proposed to be registered for the new Crown Rent by the *tei kwat* landholder. In the event, the *tei kwat* landholder of Cheung Chau (長洲) Island, the Wong Wai Tsak Tong, whose deeds (see Deed 24) had been cast as tenancies for a fixed term of years, was allowed to register itself as the sole owner of the whole of Cheung Chau, with all the landholders on the island remaining as perpetual tenants of the *tong*.⁶⁴ There was also considerable hesitation as to what should be done about the holdings on Ma Wan of the San On County Director of Education. Eventually, the Governor ruled that he should be dispossessed, since the lands of the Director were to enable him to support education in the county and were therefore funds provided for a public purpose. Since the Hong Kong Government would now make itself responsible for the education of the people, the funds of the Director should in consequence be diverted to the new government. This was then taken as a precedent to disallow all other similar claims.

The Hong Kong Government saw little to quarrel with in *tei kwat:tei pei* arrangements which were essentially *baolan* in nature. They saw these sorts of rent-charge, and this sort of deputed land tax payment, as being essentially reasonable in the days before the takeover, given the huge cost of establishing a Land Tax Registry heading and entry. They proposed, however, to make the establishment of an entry in the new Crown Rent Roll, or amendments to it, free of charge. In these circumstances, there was no reason to continue any of the old *baolan* arrangements, which were accordingly cancelled.

Hong Kong Government officials were, however, unanimous that where *tei pei* perpetual tenancies had been established, but where no land tax, or very little, was paid by the *tei kwat* landholder, such arrangements were entirely illegal under Chinese law, and should not be allowed to continue in being. The view of these officials was that *tei kwat* rights in such circumstances were “entirely illegal”, involving “land held without any proper title”; that it constituted “illegal possessions”, “an imposition”; was land held under “no real title”, no better than “frauds on the revenue” or “unwarrantable pretensions”; and was, again, “entirely illegal”.⁶⁵

There was, therefore, never any question about the cancellation of *tei kwat* rights where these were not supported by any actual land tax paid, or where the land tax paid was very little, taking into consideration the area from which the rent-charge was being levied. All such tenancies were accordingly cancelled. A small amount of compensation was, however, paid to fourteen *tei kwat* landholders who could show hardship and who had good Ch’ing land deeds.⁶⁶

The new administration took the same line as the Imperial Chinese Land Law on the control and use of the waste. They declared that, in accordance with the previous Chinese Imperial Land Law, all land which did not pay Crown Rent (i.e., all land other than registered arable land and houses) was Crown Land, and entirely within the government’s control. While local villagers were to have certain rights over the waste (especially the right to graze cattle and bury their dead), their further access to the waste was to be sharply reduced. Burials on the waste thus remained permitted, but required from 1909 a licence from the new District Office (such licences were issued only to families of the immediately adjacent village community).⁶⁷ Grazing remained permitted, but again only with certain restrictions. Reclamation would only be permitted where the land had been bought from the government, and had to follow certain restrictive conditions.

The Hong Kong authorities were concerned about the damage caused to the hillslopes by the cutting of trees and issued an outright ban on unrestrained cutting, whether by villagers for their own fires or by fuel-sellers wanting to cut firewood for sale, except in accordance with a forestry licence. They issued one or more forestry licences to each village, with demarcated boundaries within which wood-cutting for fuel was acceptable.⁶⁸ These licences were designed to be held communally (they were issued to “the people of ... village”) and paid a licence fee at the rate of ten cents per acre per year. They required that the village holding the licence appoint “agents” to represent them and to manage the licence: these “agents” could be changed by the village as long as the District Office was informed (in most cases, the village appointed its headmen as forestry licence agents). The licences “did not

confer ownership ... of the ground nor of its natural products”, but did make it clear that no one other than a villager of the village holding the licence could cut fuel there. The licence allowed a village to cut up to one-tenth of the pine trees there in any year, so long as they planted an equivalent number in the same year.⁶⁹

Forestry licences could thus not be legally bought or sold, but, as Deed 73 shows, where the ownership of fuel-hills had previously been individually rather than communally owned, the Hong Kong authorities seem to have turned a blind eye in such areas to the purchase and sale of Forestry Lots (presumably, in the eyes of the law, these would have amounted to the purchase and sale of the position of “agent”).⁷⁰ At the same time, the government initiated a major programme of reforestation, planting tens of thousands of trees on mountain slopes throughout the New Territories.⁷¹

Unlike the previous Chinese imperial administration, however, the new administration enforced their rules about use and control of the waste. Forestry Officers were appointed to patrol the newly forested slopes, to ensure that villagers did not cut them or send their cattle into them to graze, and to stop fuel cutting on other slopes outside the new forestry licence lots. Land Bailiffs within the District Office were required to ensure that no waste land was broken up for new arable or new houses without the reclaimer seeking District Office consent and buying the land in question. If any villager bought Crown Land in this way for reclamation as arable, then the Land Bailiffs would check to ensure that the conditions laid down in the sale document (especially with regard to drainage and slope stability) were being followed. This interference with what they considered their ancient and undoubted property caused considerable friction with the villagers,⁷² right down to the time when firewood for fuel began to be replaced by kerosene, that is, after the Japanese Occupation (during which, despite a Japanese ban on villagers going up into the hills,⁷³ many of the new British plantations were cut for fuel).

The Hong Kong Government thus implemented a genuine revolution in land-holding within the New Territories, by enforcing controls on use and access to the waste, and, above all, by almost eradicating the old *tei kwat:tei pei* relationships. In so doing, they greatly weakened the ancient wealthy clans, reducing their influence substantially and introducing significant social changes. These social changes are, however, outside the scope of this book.⁷⁴

3

Registration for the Land Tax and the Collection of Land Tax

The Imperial Land Tax and Imperial Land Registration Practices

A good deal of the Ch'ing Imperial Land Law was based, above all, on the need to protect the land tax. The Ch'ing authorities supported the requirements of the law by running a very complex and highly bureaucratic land tax registration system, with a detailed land tax archive in every county. As with the Imperial Land Law, the Ch'ing had inherited the great bulk of the system from their predecessor dynasties: in particular, the Ch'ing land tax registration system was in no significant way different from that in use under the Ming.

The normal way that a citizen would become a land tax payer would be by the purchase of a piece of land tax paying land, thus becoming the imperial grant holder by substitution for the vendor. The normal way that sale of land tax paying land would be initiated, with the concomitant substitution of the purchaser for the vendor as the land tax payer, would be for the vendor to issue a land deed to the purchaser. This would be a simple handwritten document on a single sheet of paper, giving the details of the sale, including the tax registration details, the price paid, and the names of the purchaser and vendor (see Plate 1). This deed having been issued, the purchaser was at liberty to go to the County Magistracy and have the land re-registered for land tax in his own name.

At the Magistracy, the first thing done was for a memorial (*kai mei*, 契尾: see Deed 8 and Plate 2) to be filled out by the Land Tax Registry Clerk in duplicate, giving the essential facts of the deed (description of the property, the price paid, and the names of vendor and purchaser, with the Land Tax Register entry details).

The memorial was filled in on pre-printed forms which contained two copies of the text to be filled in: a column down the centre between the two texts was where the essential facts were written a third time. An *ad valorem* processing fee was charged by the County Magistracy, at the rate of four per cent of the purchase

price.¹ When this fee had been paid, the two copies of the memorial were chopped across the line of the central column with the red seal of the Magistracy, so that each copy had half the seal on it. This was so that, after the two copies were divided off from each other, the office copy could be checked against the purchaser's copy if necessary, by matching the two parts of the seal and the two parts of the centrally divided column of text (see Plate 2). When all this was completed, the paper was cut down the centre, so dividing the central column of text between the two copies. The Magistracy seal would again be chopped onto the documents so that part of the seal was printed on the original deed and part on one copy of the memorial, again so that the two documents could be married back if necessary (on Plate 2, this is the half-seal to be seen on the right-hand side: on Plate 1 it is the half-seal on the left-hand side). The two copies of the memorial shared a single unique number, again to facilitate checking the two copies against each other.

When the memorial had been issued, the processing fee paid, and the two copies of the memorial cut apart, the Magistracy Land Tax Clerk would chop the purchaser's original land deed with the Magistracy red seal as evidence that this payment had been duly made and the memorial duly issued (on Plate 1, this is the seal centred on the fourth column of characters). This seal was put over the place in the deed where the purchase price was stated.²

This having been done, the land in question would be removed from the Land Tax Registry entry of the vendor and entered onto the entry of the purchaser, with the figure for the land tax leviable from the two parties duly adjusted. The purchaser then had to pay in advance the land tax for the upcoming year. A demand note (差催) was prepared; when it was paid in full, the note was chopped as proof that it had been met and a certificate of receipt (*chap chiu*, 執照: see Deed 11, and Plate 3), chopped with the red seal of the Magistracy to validate it, issued in duplicate, filled in again on pre-printed forms, one copy for the purchaser and one for the vendor. The issue of the *chap chiu* was evidence that the land tax in question had been duly removed from the vendor's land tax entry and entered onto the purchaser's, and the first year's tax paid in full by the newly registered land tax payer. The Land Tax Registry Clerk would then chop his seal on the original deed a second time, over the place where it stated that the sale was absolute, as proof that this stage of the process had been completed (on Plate 1, this is the half-seal on the right-hand side of the deed).

When all this had been completed, the whole bundle of documents was taken to the Magistrate, who personally checked that all the requirements had been met and who then put his personal red seal onto the original deed, over the date (on Plate 1,

this is the seal towards the top-left of the deed), and on the memorial, over the place where it stated the name of the purchaser (on Plate 2, this is the seal towards the centre of the bottom edge of the document). The original deed (by now with three red official seals and a half-seal chopped onto it [see Plate 1]), the purchaser's copy of the memorial (by now with one red official seal and two half-seals on it), and the *chap chiu* (with one red official seal on it) were then handed over to the purchaser to take away with him as evidence of the transaction.³ All these deeds were called "red deeds" (*hung kai*, 紅契) from the colour of the official seals chopped onto each of them. The office copy of the memorial was then filed for future reference in the Land Tax Registry archive, as evidence of the transaction, together with the chopped demand note. Deeds that were issued for sale of *tei pei* rights, and which hence did not pass through the Magistracy or get a red seal impressed on them were called "white deeds" (白契).

Mortgages and redeemable sales were also, as noted above, supposed to be registered at the Land Tax office, but this was so rarely done that it can be considered a dead letter of the laws: all the red deeds known from the New Territories area are of absolute sales.

Establishment of a Land Tax Registry "Heading" and "Entry"

A citizen wishing to register a purchase of land for the land tax thus had to have a Land Tax Registry "heading" and "entry". The "heading" was a Land Tax Registry main file. This was in the name of the "head of household" (戶長). Each main file had a series of sub-files attached to it, each in the "name" (名) of the individual taxpayer within that "household": these were the "entries". The Land Tax Register itself was a document listing all the land tax payers, by way of a list of all the Land Tax Registry "entries", with the amount of land tax due from each.⁴ Demand notes (差催) for the land tax were prepared each year from this register, entry by entry, and the annual accounts were similarly kept on an entry-by-entry basis, so that defaulters could easily be identified. The law stated that, if any land tax payer defaulted, the tax would, if the defaulter could not be located, be demanded from the head of household. It was for this reason that every land tax payer had to have an entry in his own name and to have his entry attached to a heading in the name of his head of household. For land paying land tax which was owned by the head of household in person, then there would be an entry in the same name as the heading. However, this requirement of the law was cancelled as far as San On County was concerned by a county decree of the County Magistrate Kam Kai-ching (金啟貞,

Jin Qizhen), 1700–13, after which only the taxpayer, not the head of household, would be held liable, even in case of default.⁵

The Land Tax Registry archive comprised a series of racks of filing shelves. The heading, the main file of a family, was identified in the first place by the division (都), sub-division (縣), and local district (甲) of the county, the local district being that which was registered as the native place of the taxpayer head of household, and then by the surnames and given names of the heads of household registered as native to that local district. The filing shelves were arranged in geographical order by the division, sub-division, and local district, and were clearly so identified by inscriptions. On the shelf for the local district of the county in question, the files for the individual heads of household were arranged by the stroke order of the characters for the surname and name in question, and so could (at least in theory) be found easily on the filing shelf of the appropriate local district. On the filing shelves relating to the local district in question, the documents relating to one particular heading were kept together in a packet clearly labelled with the identifying surname, so that they were immediately distinguishable from the packets of documents relating to neighbouring headings.⁶ The entries, or sub-files, under any heading were also kept as separate packets of documents. These were clearly labelled with the given name (名) of the landholder, without the surname: these packets of documents were attached to the bundle of documents of the heading, thus clearly showing that they were sub-files of the main file. The entry packets would contain the office copies of all the memorials issued to that land tax payer and other documents of which the Registry needed to keep copies. Where there were many such entries, or sub-files, the various packets of documents would be arranged by the stroke order of the characters for the given name.

Reference by a citizen to the Land Tax Registry required the division, sub-division, local district, heading, and entry all to be given accurately: where they were given accurately, any file ought to have been locatable with ease.⁷ However, it would seem that, by the end of the nineteenth century, the Land Tax Registry of the San On County had fallen into confusion, with documents not easy to locate in many cases. This was probably because headings and entries had been inserted into the filing shelves where there was room for them, not necessarily strictly in accordance with the native place of the head of household.⁸ In 1901, when officers of the New Territories Land Court asked the San On County authorities for a copy of a document, they were told it could not be found, since the Senior Clerk at the time when the deed was registered (“more than ten years” before 1901) was no longer there, and no one else could remember where it was filed. Eventually, the Land

Court sent clerks from Hong Kong to assist the San On Land Tax Registry Clerks; after an “exhaustive and minute search”, they located the document in question.⁹

It was extremely expensive to establish a Land Tax Registry heading and entry, an essential preliminary before any family could register for the land tax any land purchased. The President of the New Territories Land Court, H. H. J. Gompertz, stated that it cost “no less than \$100” to have a new heading established in 1901.¹⁰ Given that this represented at least eighteen months’ total income for a coolie, an unskilled labourer, this is a large sum:¹¹ even a wealthy villager family would think twice before releasing so large a sum – and most ordinary village families were far from wealthy. Put another way, \$100 would, in the mid- to late nineteenth century, have sufficed to buy enough arable land to keep an entire family.¹²

A man who wished to establish a new heading or entry had to petition the Magistrate to undertake the necessary checks and give the required permission. The petitioner had to prove who he was, and, if he wanted to establish a new entry under an existing heading, he had to prove his descent from the registered head of household in question. Once the Magistrate was satisfied that the petition was *bona fide* – not an attempt at some fraud involving an assumed name or some other impropriety – he would issue an edict permitting the establishment as petitioned. Deed 5 is an edict by the County Magistrate of Tung Kwun (東莞縣), establishing a new Land Tax Registry entry within the New Territories area.

When a new register heading was first established, the heading would have attached to it an entry in the given name of the man under whose surname the heading had been opened, but later on there might be many additional entries under the one heading. The system demanded this complex and detailed filing system since the land tax was levied from the entries, which thus had to be complete and accurate.

The system probably assumed that, whenever a head of household died and the family property was divided between the sons, then the register heading would be cancelled and reissued in the name(s) of the new head(s) of household. Because of the expense of doing this, this was, effectively, never done. Essentially, in every case, the name of the original head of household remained on the register as the name of the heading, no matter how many generations before that he had died. The price of re-establishing a registry heading in a new name thus meant that the descendants almost invariably kept the registered property as an ancestral trust in the original name. As Messer and Ts’ui note:

The present owners under such grants [i.e., an imperial grant formalised by taking land tax from the grantee] are all the male descendants of the original grantee and in one case the proprietors now number over 700.¹³

The problem with this arrangement was that any land subsequently registered under the original heading and entry belonged to all the male descendants of the original head of household. That was not a problem where land was bought by the clan as a whole. Where, however, one member of a clan became wealthy and wished to buy land and have it registered for the land tax, he had to have a new entry established in his own name if he did not wish the fruits of his wealth to become the communal property of all his clan brothers and cousins. Establishing a new entry under an existing heading was possibly somewhat cheaper than establishing a new heading, but was still certainly very expensive:¹⁴ it was almost universal for the descendants of such a man to keep the land so registered as a branch (房) ancestral trust in his name for the benefit of all his male descendants. In due course, where a descendant of such a branch ancestral trust became wealthy in turn, yet another new entry might be established in turn to form the core of a new sub-ancestral trust after his death – this could happen many times.

Land Tax Registry practice, and the huge sums demanded for establishment of a new Land Tax Registry heading or entry, thus acted as a powerful incentive towards the establishment of ancestral trusts in the name of any clan member who was wealthy enough to consider buying taxed land. Village traditions and beliefs strongly favoured establishment of such ancestral trusts, but Land Tax Registry practice at the very least supported these traditions and beliefs. Village ancestral and communal trusts (*tso* and *tong*, 祖 and 堂) have many and complex roots, but the imperial Land Tax Registry practice is at least one of these.

This practice led to one curious development. Chinese tradition and custom had a very high respect for the household head, the *paterfamilias*, and his *patria potestas*, his rights and powers over his family members. He had, according to Chinese tradition, the absolute right to do whatever he wished with his own. He could sell his land away from his family, donate it to a monastery or for charitable uses, mortgage it on poor security, or in any other way disappoint his heirs, who had no legal rights to interfere (other than if they could demonstrate that the household head had become insane). The household head thus had, in the eyes of Chinese custom, an unfettered right to deal with his land as he alone wanted. However, the expense and difficulty of amending or establishing a Land Tax Registry entry effectively negated these powers where land tax paying land was concerned.

Where the “household head” was in reality an ancestor dead for several generations or even centuries, with many descendants each equally eligible to share in the lands entered under that name in the register, and in the income from that land, with each having a collateral interest in the whole estate, the *patria potestas* in practice

ceased to be an unfettered right, as every individual head of family within this large group of descendants would have to consult with all his clan brethren and reach a mutual consensus, before he could freely dispose of land tax paying land. The *patria potestas*, as far as such land, its income, and its disposal went, was therefore usually operated communally by the clan as a whole: the individual head of family had only very restricted rights over his land. Much the same goes for land which did not pay land tax: this was, as noted above, usually held on a perpetual tenancy from the landholder's ancestral trust and, again, could not be disposed of without the consent of the clan at large. Since the imperial authorities stated that Land Tax Registry entries were "to be held by the household (戸左房承)" i.e. hereditarily,¹⁵ this sharp restriction on the powers of a head of family to disappoint his heirs was, clearly, understood and accepted. In practice, unfettered powers of disposal were mostly only available over land which the holder himself had earlier bought or reclaimed, not inherited.¹⁶

It was thus the case that the great majority of the holders of taxed land held under Land Tax Registry headings and entries, while they were formally identified by the names of the holders, were in fact ancestral trusts, not living men. The heading was usually in the name of the First Ancestor of the clan, and the entries (other than the one original entry in the name of the First Ancestor) were usually in the name of the branch or stem ancestors. Only those entries which had been established in the immediately preceding years would, in normal circumstances, be held by living individuals.¹⁷ Only in the very wealthy villages of the western and north-western plains were there any substantial number of land tax payers who were real, living men. Here, where one or other of the clan ancestral trusts would have been the original registered land tax payer, sale of the right to register the land in the personal name of the landholder seems to have been easier to obtain than elsewhere, as noted above: such sales would have kept the land tax registration within the clan, and permission to change the registration details was therefore less objectionable than elsewhere. Here, too, there were rather more men with the wealth to contemplate so extravagant a gesture.

The Absence of Deeds for Most Land

The practices outlined above suggest that, even where cultivators were men who had access to a Land Tax Registry heading and entry (i.e., where they were the descendants of an entry holder), there was usually, perhaps nearly always, an entity between them and the state, that is, their own ancestral trust. The Land Tax Registry

heading and entry were in the name of the ancestor in whose name the ancestral trust was set up. It was in this ancestor's name, therefore, that the land tax was registered. The cultivators, in many or most such cases, held their land by way of perpetual leases from their ancestral trusts, supported by village custom and oral agreements, but unsupported by any written documents. As Gompertz noted: "The perpetual lease was sometimes in writing, but very much oftener it was oral merely."¹⁸

The New Territories Land Court found that there were 354,277 lots of land – fields or houses – in the New Territories.¹⁹ There are, still surviving today, only a few hundred traditional New Territories land deeds, almost certainly fewer than five hundred, and less than half of those surviving are older than the takeover by the Hong Kong Government of the New Territories. This suggests that there was never a very large number of deeds in existence. It is true that many deeds have been lost or destroyed through the influence of time – termites, mould, and book-worms are potent threats to anything made of paper in the New Territories area – but it is unlikely that there would be so few left today if there had been huge numbers existing in the past.

Before the Block Crown Lease Survey was undertaken, there had been an earlier attempt to register landholding (1900). Every family was required to attend at one or other of the Land Offices and to bring with them their red deeds. Over 27,000 attended as required: given the number of families in the New Territories (as noted above, not more than about 20,000), it is clear that the great majority of families did indeed attend, some with more than one person. However, fewer than 350 red deeds were presented. Given the high percentage of families who attended as ordered, it must be assumed that most would have brought whatever red deeds they owned. The implication, that there were only relatively few red deeds in existence, given the number of land lots in the area, seems inescapable.

Some villages, especially the rich ancient villages of the Yuen Long Plain and the Sham Chun River Valley, claim that they once had deeds but that the Land Court never returned them when they were submitted during the Block Crown Lease Survey process. It seems certain that the fewer than 350 red deeds handed in at the Land Offices in 1900 were indeed never returned (and many of these would have come from these ancient wealthy villages), but this is doubtful in most other cases, and particularly so where white deeds were concerned.²⁰ Certainly, the white deeds from Shek Pik (石壁), Wu Kau Tang (烏蛟騰), and Wo Hang were all returned after they had been presented to the Land Court after 1903, as were red deeds from those villages which had not been presented in 1900 but which were presented to the Land Court after 1903 (see, for instance, Deeds 7 and 8, both of

which have Land Court blue-pencil numbers on them, showing that they had been seen by the Land Court and returned). At the least, the great majority of deeds presented to the Land Court between 1903 and 1905 were returned.

At Wo Hang, the deeds of the communal property of one branch (*fong*) of the clan were found by the author. These deeds had originally been very carefully kept, each deed in a separate envelope, with the details of the contents of the deed enclosed written on the outside of the envelope.²¹ These envelopes were written out before the takeover of the New Territories in 1899. When discovered, almost every envelope had a deed enclosed. Two envelopes, however, were empty, apparently because deeds were taken in this 1900 exercise, or else by the Land Court between 1903 and 1905, and not returned.²² One of the missing deeds was a red deed for land near Shek Chung Au (石涌凹). The envelope has a note added on it, stating that the deed was taken away by “馬大人” (this was Mr Martin, one of the officers involved in the 1900 exercise). The other was the deed that covered “the village site” (村場), issued to the founders of the village by the ancient Punti Cheung (張) clan of Wong Pui Ling (黃貝嶺 Huangbeiling), near Sham Chun (Shenzhen, 深圳). In other words, the missing deed is the *tei pei* tenancy deed issued by the *tei kwat* landholders to the village founders, the foundation document of the village. All other deeds would have referred to subsequent exchanges, alienations, mortgages, and loans within the village community. Certainly, at Wo Hang, the Land Court returned deeds they considered doubtful, except for the *tei pei* tenancy deed. Deed 43, for instance, referring to the sale of a hillside with a tea-hut near Wo Hang, was rejected by the Land Court. Since only arable land and houses were to be accepted for the Block Crown Lease, this deed was unacceptable. Nonetheless, it was returned to the villagers, but with “Reported” written across it to show that it had been rejected.

If, as seems likely, therefore, there were only a little above 350 red deeds in existence in the New Territories in 1899, most of which were indeed never returned to the villagers, and if most other deeds besides those setting up *tei pei:tei kwat* relationships were returned, then it seems probable, given the very small number of deeds still surviving today, that the number of white deeds was also always relatively small.

Most land, therefore, was held by villagers without any written evidence of title. As a general rule, only land which had been sold had a land deed. As Messer and Tsui note, even land sold within the village environs of the ancient wealthy villages rarely had a written deed to cover the transfer, since in these villages such transfers were usually framed as mortgages (redeemable sales) and handled orally.

Land inherited father to son back to the establishment of the village, in fact, and land reclaimed in accordance with village custom rarely, if ever, had a land deed – such land was the great majority of the arable land in existence in 1900.

The holdings of Yung Sze-chiu (翁仕朝) (1874–1944) of the village of Hoi Ha (海下), in North Sai Kung (西貢北), can be taken as a case in point. He was a careful man whose personal papers all survive, including all his land deeds and other legal documents.²³ He bought a good deal of land during his life: for every piece he bought he had a land deed. The land he inherited from his father, however, has no deed, nor, indeed, any other written evidence of title. All there is a note in a private notebook showing which of his father's land-lots fell to him and which to each of his three brothers, when the land was divided between them on the death of their father in 1909. Yung Sze-chiu's father, Yung Tak-kam (翁德金), inherited land from his father and in turn from his grandfather, the latter of whom was one of the founders of the village.²⁴ None of this land had a deed. Yung Tak-kam was also very vigorous in reclaiming new arable land from the mountainsides around Hoi Ha, throughout the period 1860–1900. None of this newly reclaimed land was covered by a land deed, either.

When Hoi Ha was first established, in 1811, by two brothers, they seem to have come to an oral agreement with the earlier settlers of the area, giving them the right to open land for arable within the Hoi Ha Valley for a fixed and immutable annual rent; this oral agreement was never formalised in writing (see Deed 117). After the death of the two founding brothers, the land within the Hoi Ha Valley was thus all owned, formally speaking, by the village communal trust (the Siu Wang Tso, 兆宏祖, established in the name of the father of the two founders), since it was this communal trust which paid the annual rent on behalf of the Yung clan. The land was held from that trust by the ancestral trusts set up in the names of the two founding brothers. The individual families (Yung Tak-kam's father and uncles), however, divided the majority of the village rice-land among them after the death of the founding brothers, by oral village agreements not supported by written documents.²⁵ Similar oral agreements with his clan brethren, not covered by any written document, gave Yung Tak-kam the right to extend his inherited land by reclamation from the mountainside without interference.

The Hoi Ha situation seems to have been the almost universal position in the New Territories in 1900. The great majority of the land, both "old land" inherited from previous generations and "new land" reclaimed from hillsides or the seashore, was held without written documents by oral agreements among the village families.²⁶ Most village families held the land they had inherited from their ancestors by

such unwritten agreements, as perpetual tenancies from their own ancestral trust, supported by nothing more than village custom and tradition and the universal testimony of the clan, and paying at most a small annual sum to the ancestral trust as *tei pei* landholder. The presence of a land deed in effect implies something unusual: either land had been sold and bought (a relatively uncommon event), or it had come into the owner's hands by way of foreclosure on a mortgage (an even more uncommon event), or else a serious family dispute had broken out such that the eventual decision had had to be put in writing to ensure that it was obeyed. But most village land in the New Territories in 1900 was held without there being any written evidence of title.²⁷

The legal principle of the Imperial Land Law, that every cultivator should be the land tax payer and should hold red deeds as evidence of title, was thus entirely replaced by a system in which most of the significant positions in the land tax system were communal bodies or trusts, and very few individuals were left actually paying land tax in their own name for their own land or with any written evidence of title.

Collection of the Land Tax

Each year, the Land Tax Registry in the County Magistracy would issue demand notes (差催) for the land tax due, one for each Land Tax Registry entry. These would be handed over to a Magistracy Clerk (吏) (more probably, to several, each being given the demand notes for one or two of the divisions of the county). The clerk would go out, accompanied by a couple of soldiers (卒, "Treasury Guards") – since they would be carrying significant amounts of cash – a couple of servants carrying luggage, and a yamen runner (差役, or 差). The runner would be sent ahead to give warning that the party would arrive the following day.²⁸

The junior Magistracy staff (runners, treasury guards, and clerks) have a poor reputation, being seen as corrupt and oppressive. Many scholars have portrayed the tax-collectors as vicious and grasping, reducing the villages they visited to terror by their arrival and squeezing as much money as they could from their victims, supervised only by inefficient and uninterested magistrates who were often corrupt themselves and, in any case, interested only in sending the required amount of cash to their superiors, in collusion with equally corrupt and abusive village elders and local gentry.²⁹ This seems to be wild exaggeration as far as the New Territories area goes. In practice, it would seem, tax-collecting usually proceeded smoothly. Tax-collectors, having sent advance notice of their arrival, would arrive at a village, and

would spend some time in polite and genteel conversation with the elders, after which the taxes would be collected, customary fees paid, and the tax-collectors would then move on to the next village.

It should be remembered that the Magistrate could not run his county without the assistance of the county gentry and elders. It was these gentry and elders who ran the local militia, provided the donated funds for all the many county projects for which no official funds were available, and who were the essential advisers of the Magistrate in all his undertakings. They were the front line in the defence of the county from bandit and pirate attack. If minor Magistracy officials were seriously to upset the gentry and elders of a village or clan, the repercussions on the Magistrate and his work would have been serious.

The gentry and elders were powerful, not because of their relationship with the Magistrate, but because they had the support and backing of their clan or village, which accepted them as leaders. The elders and gentry dominated their villages, not by brute force and abuse, but by consensus. Most villages in the New Territories area were clan villages, where every family, including the poor, was related to every other family, including the rich and powerful. The elders and gentry controlled the village because their poorer relatives were happy, or at least willing, that they should. Usually, there were other potential leaders ready to take the place of established leaders if the latter lost the confidence of their clans. If poorer villagers were "squeezed" by yamen underlings, the village elders and gentry would have felt that their prestige and "face" were being seriously damaged. Any such abuse of a villager would have been a serious matter to the elders and gentry, whose political control over their villages was posited on their being able to protect their clan brethren from precisely such abuse. Any collusion by elders with yamen underlings in abusing poorer villagers would have led very quickly to major disturbances and political unrest in the village: it is doubtful that any New Territories village leadership group could, in normal times, have withstood the anger that such abuse would have aroused. Any attempt to "squeeze" more fees out of a village than the traditional sums would thus unquestionably have upset a village, together with its gentry and elders, with significant knock-on effects on the Magistrate's capacity to run the county smoothly. The visiting tax-collectors were doubtless well aware of this.

In this regard, it should be remembered that it was precisely the gentry and elders who paid, either in their personal name or as managers of their clan ancestral or village communal trusts, the great majority of the taxes collected in the area. Most of the land tax collected from the New Territories area was collected from the wealthy ancient clans of the Yuen Long Plain and Sham Chun River Valley. These villages

each had between half a dozen and two dozen formal gentry figures who were the Magistrate's essential advisers from the area. These men were invariably the managers of the major village trusts, in whose name most of the land tax was paid. No Magistracy clerk would have dared seriously to upset any of these gentry groups by trying to squeeze more than the customary fees from them, certainly not by trying to squeeze more than was customarily due from the village gentry themselves.

In addition, the Magistracy clerks, treasury guards, and runners were usually local men, employed from the families of the county gentry and elders: these yamen staff would have been sensitive to the problems which abuse of their clan brethren by their colleagues would cause them. Thus the Senior Clerk of the Sub-Magistracy at Kowloon City at the end of the nineteenth century was a villager of Tai Wai in Sha Tin; Palmer similarly notes that a Treasury Guard at Kowloon City was a villager of Lung Yeuk Tau (龍躍頭), at exactly the same period as the member of the Wai clan was Senior Clerk there.³⁰ This would have ensured that the tax-collection party would be efficient and take no more than the traditional agreed sums for expenses from their villages. This, in turn, was the reason why the other villages of the central part of Sha Tin were happy to come to Tai Wai to pay their taxes there, rather than have the tax-collection party go round the other Sha Tin villages, and why the senior elders paid for all the tax payers – the senior elders were precisely those from the family of the Senior Clerk. Other village areas must similarly have had clan brethren working in the Magistracy or one of the sub-magistracies.

At the same time, village elders and gentry were aware that they might need to approach the Magistracy at some date, for the hearing of a lawsuit or for discussion of some local political or other problem. A good relationship with the Magistracy clerks was, therefore, worth cultivating, since this would smooth their path when such an eventuality arose. Uncomplicated tax payments would also have kept their clan brethren who were working as Magistracy clerks or treasury guards happy, and would doubtless also have assisted their careers. This would have been something desired by their clan elders. Elders and gentry would have been eager, therefore, to show politeness and courtesy, and to ensure that the tax collection went off smoothly.

In this regard, it should be noted that the rates of land tax were low. The rates at Tai Wai for the land held by Wai Kin-yuen (where land bringing in twenty-two *tau* of grain in rent was assessed as paying 0.8 *tau* of grain in tax, or 3.6% of rental income) are entirely typical. Land tax was usually assessed at a figure between about 1.25% and 5% of the rack-rent value of the land, that is, the rent receivable where the land was rented out commercially.³¹ Even though fees had to be paid in addition, it is unlikely that the fees were higher than the tax; total outgoings, tax

and fees included, were unlikely ever to have gone above about seven to eight per cent of the income value of the land from rent. Furthermore, given how much land in the area was not registered for land tax at all, the land tax levied on an estate, of which part paid tax and much did not, would have been less, and in many cases far less, than that, taking the estate as a whole. Lord Macartney, who investigated the matter in some depth, said in 1794 that he was sure that the Chinese peasantry was taxed at rates lower than anywhere in Europe, despite fees and “squeeze”.³²

Given these low levels of tax and fees, it can be seen that there was, in normal times, little reason why the elders and gentry could not arrange for smooth and uncomplicated tax collection. It was, in fact, usually only in bad years or in famines that problems arose, when villagers were on the edge of starvation and had no spare cash. The Magistrate was supposed to remit all or part of the taxes due in famine situations, but his underlings would be unwilling to recommend such a course unless absolutely forced. In such years, problems might occur.

The memories of village elders suggest that, when a village received notice that the tax-collection party would arrive the next day, the elders would prepare appropriately.³³ Usually, the taxes would have been collected by the elders beforehand, since the approximate date of the visit by the tax-collectors was known in advance. The elders of the village which was the head of the local district in question³⁴ would wait, dressed formally in cheungsam, at the entrance to the village, to greet the tax-collection party courteously, the village children being kept at a distance so that they might not disturb this formal reception. The yamen party would be taken to a suitable location (often the village ancestral hall) to rest and wash. Then the elders would entertain the party to a good meal.³⁵ After that, the tax-collection party would retire to rest: tobacco (and often opium) would be provided, and the elders would sit and chat with the party, since the arrival of these outsiders allowed the elders to catch up with news of what was happening in the rest of the county.

In due course, after suitable courtesies, the party and the elders would go to a place where a table had been prepared. The demand notes would be produced, one by one, the elders would pay the sums demanded, and the demand note would be chopped as paid. The senior elders handed over the money for each of the demand notes: the actual tax payers did not need to attend.³⁶

The tax having been paid, the Magistracy Clerk would issue tax receipts (see Deed 6 and Plate 4). These were prepared in duplicate from receipt-books. The clerk would fill out both parts, and also a column down the centre between the two parts. The sheet would then be cut so that the central column was cut between the two copies (this was so that the two parts could be married back if any dispute

arose). The Magistracy seal would have been impressed to show the taxes had been paid, in such a way that half of the seal fell on each part, again to facilitate marrying the two copies back if needed. The left-hand half of the dual sheet would then be handed over to the taxpayer as proof that the tax had been duly paid. Two tax receipts were normally issued. The tax was nominated in grain (民米), but was invariably actually paid in silver at an agreed and immutable rate of commutation. Once the Magistracy Clerk had received the silver, he would issue a receipt stating that he had received the tax-grain and another receipt showing the silver he had actually been given. The taxpayer was supposed to keep each of the two copies together, but, since either copy was good enough for proof in the event of dispute, the villagers often kept only one, and then usually only until the next year's tax was demanded, paid, and receipted.

When all the demand notes had been settled, the Magistracy Clerk would declare his intention of leaving in the morning, or he might delay his departure a day or two. At the appropriate time, he would send off the runner to warn the elders at the next stop. The elders would give him a packet of silver for his expenses.³⁷ Everyone would then proceed to a second good meal.³⁸ The party would then retire for the night to quarters prepared by the village.³⁹ In the morning, the party would be offered hot water and a simple breakfast, before being seen off by the elders with a string of fire-crackers.⁴⁰

It was in everyone's interest that the tax-collection party conclude its actions in any village smoothly and quickly. The tax-collectors would not leave the village until the whole sum of tax due was paid; since the village had to pay for all meals and a *per diem* sum for other expenses, the longer the delay, the more serious the matter became for the villagers. Equally, the Magistracy Clerk could not afford significant delay, since he had a deadline by which he had to return to the Magistracy to present his completed accounts and to hand over all silver collected to the County Treasury. The Ch'ing Code, indeed, stipulated that any yamen underling sent out on a mission was to be given a wooden warrant, which would stipulate the date by which the messenger was to return with his task completed: any delay was to be punished by forty strokes of the bamboo for each day of delay in returning with the task complete.⁴¹ Since it was known when the taxes were due, villagers would ensure that the money was collected well in advance, so that the demand notes could be settled easily and without delay. Equally, the Magistracy Clerk would be highly unlikely to attempt to delay in order to squeeze more out of the villagers, for fear of his deadline slipping. The settlement of the sums due thus seems usually to have been trouble-free.

It is worth noting, however, that the rent-collectors of the *tei kwat* landholders had a worse reputation than the imperial tax-collectors. The Tangs of Kam Tin and the Lei Kau Yuen Tong on Lantau had particularly poor reputations. There was no element of reciprocity in this *tei kwat:tei pei* relationship: while village elders would sometime or other have had to approach the county yamen, their only relationship with the *tei kwat* landholder was to pay the rent demanded. The *tei kwat* landholder similarly did not want anything from the villagers except cash: unlike the Magistrate, the *tei kwat* landholder wanted neither advice nor charitable donations from the village elders. There was thus nothing impelling either the elders or the *tei kwat* landholders towards complaisance. Equally, the rent-collectors, unlike the imperial tax-collectors, were not employed from among the families of those paying: they were usually poor family members or poor tenants of the *tei kwat* landholder.

However, these considerations should not be exaggerated. Even between *tei kwat* and *tei pei* landholders, a *modus vivendi* was usually achieved, and the monies due paid reasonably smoothly. Many of the inter-village wars of the 1860s and 1870s were, as noted above, between *tei pei* villages and the *tei kwat* landholders, and in most such cases the end result was that the *tei kwat* landholder ended up unable any longer to collect any of the money he was due. Abuse by the rent-collectors of the villagers might well push a village group into outright warfare; this, at least, would have curbed tendencies towards oppression (see Deed 117 for a group of *tei pei* landholders possibly intimating a willingness to fight their *tei kwat* landlords if the latter persisted in trying to take more money than the tenants felt was due).

Oral evidence from village elders in Tai Wai in Sha Tin suggests that it was not only the *tei kwat* landholder and his rent-collectors who could behave with a high hand. At Tai Wai, the village elders collected the grain or cash due to the *tei kwat* landholder and stored it. When the rent-collectors arrived, they were not met by the elders in cheungsam, but were escorted under armed guard by the village militia to the ancestral hall, where the money or grain was set out but not actually handed over until receipts were prepared. The elders handled all the payments. The rent-collectors were forbidden to meet, speak to, or visit any of the *tei pei* tenants. The elders, having paid what was due and got the receipts, then had the village militia again escort the rent-collectors under armed guard to the borders of the village area and seen off.⁴² All this rather humiliating display was backed up by threats: if the rent-collectors did not like it, nothing would be paid, and, if the *tei kwat* landholder did not like that, he could prepare his men for a fight. Tai Wai, it is true, was a populous and wealthy village, and a battle between the men of Tai Wai and the *tei kwat* landholder would have been unlikely to go in favour of the *tei kwat* landholder. As

a result, the *tei kwat* landholder bit his lip and accepted the humiliations, but sent only very junior members of the clan to collect the cash, never any elders or men of standing, lest they lose too much face.

Doubtless, in poor mountainside villages, the relationships between the *tei pei* villagers and the *tei kwat* rent-collectors was less one-sided, but, even there, the willingness of several small villages to combine their strength and go to war with any unduly oppressive or recalcitrant landlord must always be born in mind as a factor making for restraint.

The Block Crown Lease and Hong Kong Land Registration Practice

After the takeover of the New Territories, land transactions had to be registered with the new land registries set up for the New Territories. Hong Kong Government officials initially considered the old Imperial Land Tax Registry to be rather primitive. It was in no way a register of title, but merely a register of land tax payers: it could be considered a register of claims to title, but only loosely. While registration in the Land Tax Registry was proof that the imperial authorities were accepting land tax payments from some citizen, it was not proof of title. It was not even a register of land tax paying rights, since it was always possible for some other citizen to bring a lawsuit before the Magistrate to claim that he had a better right to pay the land tax; if successful, the new claimant would be enregistered, and the old payer struck off the Register.⁴³ Many men were paying tax for others, even though the Land Tax Registry was silent on this. Many land tax payers were on the Register as real people whereas, in fact, they were trusts representing groups of families, again with the Register silent on this. The Imperial Land Tax Register was thus, in fact, at best a register of claims to pay land tax, and no more.⁴⁴ Chinese villagers were always extremely loath to go to law: this social trait allowed this system to last for so many centuries without being made more effectual. Holding a *chap chiu* (certificate of receipt for the payment of land tax) was accepted in practice as effective evidence of title, because so few people ever tested this in court.

The Hong Kong Government in consequence at first wanted to make major changes to New Territories land registration practice, but, in the event, the new system ended up very similar to the previous one. At first, they wanted to set up a formal register of title on the Torrens system, as had been used very successfully in Australia, but the complexity of the New Territories land-ownership system meant that the government was, in the event, forced to set up a simple register of claims to

pay Crown Rent, at first “temporarily”, but in the event on a permanent basis which has lasted until the present.

The Hong Kong Government very quickly found that the Imperial Land Tax Register told them almost nothing about the actual situation of landholding on the ground, and that the only way any new register could be prepared was to undertake a full survey of land-holding.⁴⁵ Once this was done, it was hoped, a Torrens-system register of title could be prepared on the basis of the survey findings. A team of surveyors was brought to Hong Kong from the Survey of India, and provided with interpreters. Explanatory notices were issued as to what the team would do and meetings set up with senior village elders to ensure that the people understood the process. The surveying team then started to survey the whole of the New Territories, first sending out notification to a village that work would start there on a given date, then going to the village, surveying it, and so then going on to the next village. The whole of the New Territories was divided off into “Demarcation Districts” (“D.D.”), with each village and its fields falling within one, or, for very large villages, up to three Demarcation Districts. The work took three years to complete. Every individual field was surveyed, and every building made of brick or other permanent material. Every block of fields known to be under a single ownership (often a block of between three and five fields) was given a survey number (the “D.D. number”). The area of each field or block of fields, but only to the nearest one-hundredth of an acre, was also assessed and recorded by the survey team.

Even though the process took three years (1901–03), the work was done in a hurry and errors were inevitably made, although usually only of detail (the scale used was so small that, on the Survey Sheets, a line drawn a tenth of an inch out of true represented an error on the ground of seven feet or so – the surprise is that minor errors were not even more common than they were).

Working behind the survey team was the Land Court. Once a village had been surveyed, a member of the Land Court would arrive and call the villagers together. Each block of land with a D.D. number was pointed out and the villagers given the opportunity to claim the land, and to state if there was any mortgage or other encumbrance outstanding over the land. Where no immediate objections were made to any claim of ownership, then a *chi tsai* (紙仔, “little paper”) was issued to the claimant (see Plate 5). No attempt to check an uncontested claim was made. These *chi tsai* were small slips of paper, giving the D.D. number, the name of the claimant, and the date: if there was an outstanding mortgage, details were added. A record of the *chi tsai* issued was kept. Where any dispute as to ownership was raised, then the member of the Land Court would adjudicate it, issuing a ruling as

to the man with the best claim, who would then be issued the *chi tsai*.⁴⁶ A period of time was given for late submissions to be made, which would, together with complex cases, then be adjudicated by the full Land Court separately. The proceedings of the Land Court were deliberately kept as simple and informal as possible.

Towards the end of the whole process (1905, two years after the end of the survey phase), a final period for making late submissions was given, and then (the whole idea of a register of title having by then been abandoned, because of the complexities found and the widespread lack of any written evidence of title held by the villagers) the *chi tsai* record was written up into the Block Crown Lease, one bound volume for each Demarcation District, with each numbered block of land being given one line in it. Since the *chi tsai* from which the volumes of the Block Crown Lease were drawn up were only statements of claim, albeit uncontested or adjudged claims, the Block Crown Lease was similarly only a statement of claim, open to query. It was, however, found that very few decisions of the Land Court were ever queried in court, a mark of the villagers' deep disquiet at the idea of ever approaching a law-court. Subsequent registrations were never checked as to whether the person registering the deed had title to the lot (indeed, District Officers had no power to check this point).

This rather simple and informal system inevitably led to a number of errors. Of these, the most common were where a man was holding land in trust for an absent brother or a young nephew or where a man was the oldest of a group of brothers holding land jointly, but the *chi tsai*, and later the Block Crown Lease, entered the man as owning the lot absolutely, since, when the Land Court had asked whose the land was, the man had said it was his and the village community present had agreed, the fact that he was holding in trust not being stated.⁴⁷ It was very rare indeed for villagers subsequently to try to get such flaws put right: "everyone knew" what the truth was, so there was no real need to amend the record.⁴⁸ However, today, a hundred years and more later, the remote descendants of the people concerned in 1901–05 sometimes find themselves in dispute as to what exactly the position had been four generations earlier.

Furthermore, the Block Crown Lease Survey, which was originally designed solely to make it easier to find the lots on the ground, started to be treated as if it were a survey to show the exact boundaries of the lots. There are, without question, tens of thousands of lots in the New Territories where the Block Crown Lease Survey is marginally inaccurate, showing lots or buildings a few feet, or even a dozen feet (occasionally even more) off where they were then and are now.

Because the initial desire had been to establish a Torrens-system register of title, the villagers were given no certificate of title by the new administration to the land which was adjudged to them by the Land Court in the Block Crown Lease Survey (except for the temporary *chi tsai*): this would be done, it was hoped, when the Torrens system was introduced.⁴⁹ Since it never was, no certificates of title were ever issued. So, as in the previous imperial system, the great majority of the holders of land in the New Territories never held any Hong Kong Government document or other written evidence of title.⁵⁰ In practice, it was only where land was bought and sold or mortgaged that documents were issued, and then those documents were evidence for the transaction but provided no evidence of title, allowing no more to the vendor than the possibility of tracing the landholding back to the Block Crown Lease claimant. For land inherited father to son from the date of the takeover of the New Territories, no written evidence of title was, in most cases, ever produced for the landowner to hold. This covers the majority of all Block Crown Lease land in the New Territories ("Old Schedule" land). Since, in the majority of such cases, the land had been without written evidence of title before the takeover as well, it is the case today that many New Territories villagers cannot show any written evidence of title of any date, and hold their land by the consensus and witness of their village community and the government's willingness to take Crown Rent from them.

The villagers, however, demanded a *chap chiu* (certificate of receipt of Crown Rent), as they had had in imperial times: something more formal and impressive than the tiny, flimsy slips of carbon copies of receipts for the Crown Rent payment which was all the Hong Kong Government was originally willing to issue. The Hong Kong Government was unwilling to issue a *chap chiu* as they could see that the imperial *chap chiu* had been used as if they were evidence of title, when they were only proof of payment of land tax; they feared the villagers would use any Hong Kong Government *chap chiu* in the same way. Even in the course of the Block Crown Lease Survey, the Hong Kong Government had, in practice, been forced to accept *chap chiu* ("receipts from the Chinese Government for land tax") in lieu of land deeds where these had been "lost or destroyed".⁵¹ Eventually, the government capitulated to the villagers' demand, and issued *chap chiu* (so called by the government). These listed all the lots for which the villager in question paid Crown Rent, essentially copying the information on the lots as given in the Block Crown Lease (especially the D.D. number and the Crown Rent due). The *chap chiu* stated: "This certificate is given for the sole purpose of enabling landholders to identify their lands in the Land Office registers, and gives no title whatever to the land, nor can this certificate be transferred or dealt with in any way whatever"

(with equivalent wording in Chinese), but despite these words, the *chap chiu* issued by the Hong Kong Government were in fact used as evidence of title for all normal everyday purposes short of a court case, as their imperial predecessors had been.

One improvement that the Hong Kong Government was determined to make, however, was to bring the Land Registry much closer to the people. The old system required all deeds which were registered to be carried to Nam Tau, a long and difficult journey for the New Territories villagers. The Hong Kong Government decided to establish three new Land Registries for the New Territories, eventually situated at Tai Po, Yuen Long, and in the City for the Islands, New Kowloon,⁵² and Sai Kung. This meant that, no matter how remote the village was, villagers could make the journey to the Land Registry, conduct their business there and return home within the day. Another reform the Hong Kong Government was determined on was to make the establishment of an entry in the new Crown Rent Roll free of charge, as the enormous cost of establishing an entry in the Imperial Land Tax Registry was universally seen as ensuring abuses. A third improvement determined on was to simplify procedures as far as possible.

The New Territories land registration system, just as the previous imperial system, normally demanded a written document prepared by the vendor, detailing the transaction. This was brought to the Land Registry for registration. Up until the late 1950s and 1960s, such land deeds were usually handwritten by a village scholar in the old way (see Plates 6–11), but, after the 1960s, more and more frequently they were prepared by lawyers. At the Land Registry, the deed would be scrutinised and, if found to be in order, a memorial was issued in duplicate, giving the basic details of the transaction and signed by the vendor, the purchaser, and a competent witness, who all had to attend in person, and then sealed and signed by the Land Registry Clerk.⁵³ Each memorial was given a unique reference number,⁵⁴ printed on each copy. The archive copy in due course would be bound up in number order with other memorials registered, and the bound volumes kept in number order in the archive.

Stamp Duty (the exact equivalent of the imperial processing fee) was charged for every sale or mortgage processed. Stamp Duty was charged according to the value of the land being sold, but in bands, not strictly *ad valorem*: New Territories land was almost invariably in the lowest band and attracted Stamp Duty at the lowest rate (initially five cents, later ten cents per deed). Since the average value of the land being sold in the New Territories, even in the first decade of Hong Kong Government administration, came to about \$100, the Stamp Duty was a very low figure, well under one per cent.

Stamp Duty papers were sold by the District Office. These were blanks for the writing of deeds, with the Stamp Duty pre-paid, and made it easier for the Stamp Duty to be dealt with (see Plates 8–11).⁵⁵ Stamp Duty had to be cleared before the memorial was signed and sealed: the original deed, written normally on pre-paid Stamp Duty paper, was sealed by the Land Registry Clerk as proof that this had been done, with an embossed seal impressed on it. The sealed original deed and one copy of the signed and sealed memorial was returned to the purchaser to keep, and the other was entered into the Land Registry archive. The two copies of the memorial shared a single serial number, so that the office copy could be easily retrieved if necessary. The Crown Rent for the upcoming year would then be calculated and paid by the purchaser. A Crown Rent receipt would be issued.

The Crown Rent Roll, the equivalent of the Imperial Land Tax Register, was arranged by the names of landholders, with each having a page and with all the lots owned by them arranged in a column, with the amount of Crown Rent due from each lot, and a total at the foot of the page. Establishment of an entry was free of charge and very simple to arrange. If a landholder sold land, the lots concerned would be struck out of his Crown Rent Roll entry and entered onto the purchaser's Crown Rent Roll entry. The struck-through entry and the new entry would have entered alongside them the memorial number, so that the whole transaction could be traced back easily. The *chap chiu* was a copy of the Crown Rent Roll for the individual Crown Rent payer. A new *chap chiu* would be issued as appropriate after a sale of land had been registered.

If a villager wished to reclaim land, for instance from the mountainside, he applied to the District Officer, who would put a stake with a notice on the land and announce that the land was to be sold at a certain date some months in advance. This was a change from imperial practice, under which imperial land was not sold to would-be reclaimers. On the day in question, the District Office staff would solemnly ask if there were bidders for the land. Almost invariably there was just the one, the original proposer (who would already have squared things with his village community and would not have any of his village brethren appearing against him), who then paid the stated minimum upset price for the land, which was given a lot number, entered on the Register of New Grants ("New Schedule" land), and entered also onto the purchaser's Crown Rent Roll entry and left to him to develop. In such cases, the District Officer would issue the proposer a sale document detailing the site and the sale conditions: a memorial would also be issued for the sale. Thenceforth, the sale document would be kept with the purchaser's copy of the

memorial, since these documents were considered by the villagers to constitute written proof of title.

Thus the new Land Registry practice in the New Territories came to mirror almost exactly the old imperial system, with only a few minor improvements here and there, of which by far the most important were the cash-free arrangements for establishing a Crown Rent Roll entry, the low-cost arrangements for registering deeds, and the more effective way of processing new grant land. The rules and procedures differed from the urban Land Registry in Hong Kong: all the differences were such as to bring the New Territories system closer to the older norms.

The new system proved to be very user-friendly. The very low fees, easy access, and helpful staff, married to practices which were well known and traditional, meant that there was very little problem about getting it set up and implemented. The District Offices and the Land Registry Clerks, were very quickly found by the villagers to be trustworthy, honest, and willing to give good advice.⁵⁶ Land sales were universally registered, most mortgages were,⁵⁷ and some other land transactions.

However, one feature of the old system which carried over into the new one was that a good many villagers did not bother to register succession to land or division of property among heirs. When a man died, his sons were often content to leave the dead man's name on the Register, so that they effectively thereafter held the registration in common as an informal trust, even if they had agreed a division of the property among themselves. The individual successors in title thus held their land by agreement among themselves, supported by the witness of their village and clan communities. In time, the grandsons of the Block Crown Lease lessee would succeed, but often did not register the succession either. When, in due course, the government came to resume land for New Town development, it was frequently found that the registered landholder on the Crown Rent Roll had been dead for sixty or seventy years, and was now represented by his grandsons and great-grandsons.⁵⁸

Equally typical of the old system and carried over into the new was a tendency to accept flaws in title, if no one was actively seeking to capitalise on them. The Block Crown Lease Survey has many inaccuracies, but very few villagers ever bothered to have such errors amended, trusting to the witness of their village community (and to a deep trust in the fairness and trustworthiness of the District Officers) – with serious repercussions when the modern world eventually caught up with the village.

Part 2

The Customary Land Law and Transactions in Land

4

Arable Land

Family Holdings, Trusts and Clan Holdings

The Customary Trust

Both before and after 1898, land in the New Territories, especially rice-land, was held by the villagers under a complex system of personal and group or communal ownership. The Customary Law had a clear concept of individual land-ownership, albeit one with restraints on freedom of alienation, but the Customary Law also had a detailed conceptual system of communal and trust landholdings.

The New Territories customary trust was a very versatile and flexible institution. It could, on the one hand, be used to provide a vehicle for expensive and complex work funded by substantial investment, functioning somewhat along the lines of a joint stock company, but, on the other hand, it could equally provide a legal structure which would allow two brothers to use a single latrine or threshing floor. It could be used to hold land on a perpetual basis to fund solemn rituals at an ancestral hall or grave, or it could be used to provide for a trustee for a few years to care for an infant landholder.

The villagers used the phrase 瞻學嘗田 for land held in trust, or 嘗田 on its own.¹ However, this phrase, although used broadly to mean “land held in trust”, is really only entirely appropriate for land set aside on a perpetual basis. The phrase means, more exactly, “land set aside for the Spring and Autumn sacrifices and to pay respect to learning”, primarily referring to land set aside on a perpetual basis to fund rituals at an ancestral hall or grave, or to pay for the upkeep of a school. The phrase does not fit temporary and family trusts so exactly, although the term was used for some family trusts.²

The critical point which clearly distinguishes land held by a customary trust from other types of landholding is whether the man (or woman) who answers for the land was the “landholder” (業主) or the “manager” or “trustee” (司理人),³ that is, whether the landholder answers for the land himself or on behalf of others as

their representative. In the second case, a customary trust is in operation, but not in the first. The manager of the investment group, or the great ancestral hall, or the poor widow caring for her infant son, all were equally “managers” or “trustees”. The exact meaning of 司理人 is “the one who oversees and cares for things”: use of this title explicitly indicates that a customary trust is in existence.

Many village trusts had names which immediately identify them as trusts. An ancestral trust set up in the name of an ancestor with the character 祖 (*tso*, “ancestor”) added, is one sort of name thus immediately identifiable. The ancestral trust in the name of the Founding Ancestor of the Ng clan of Nga Tsin Wai Village (衙前圍), for instance, uses his name plus “*tso*” – the Ng Shing Tat Tso, 吳成達祖, or “Trust of the Ng Shing Tat Ancestor”. Similarly, names ending in 堂 (*tong*, “hall”) are often identifiable as trusts.⁴ The main ancestral trust of the Lee clan of the Wo Hang villages (禾坑), for instance, was set up in the names of the three third-generation ancestors (they died in the third quarter of the eighteenth century). Their names were Tsit-kai, Tsit-wing, and Tsit-fong, 捷佳, 捷榮, 捷芳, and the ancestral trust was known as the “Hall of the Three Tsit Brothers” (三捷堂). However, trusts with names with “*tso*” or “*tong*” are predominantly bodies designed to last in perpetuity: temporary trusts are less likely to use such names.

The land of temporary trusts, for instance a trust designed to care for family land while the landholder was a minor, often remained in the name of the previous owner until such time as the new landholder was old enough to take personal control of his property.

However, whether the trust was perpetual or temporary, large scale or small scale, the person answering for the land was called “manager” or “trustee”, 司理人, and it is this which distinguishes customary trusts from land for which the landholder answered in person.

The New Territories Administration of the Hong Kong Government accepted all these bodies as customary trusts from the earliest days. They tended to translate 司理人 as “manager” where the trust in question was a large, perpetual body, and as “trustee” for temporary, small-scale trusts, especially where the land of an infant landholder was being looked after by his mother or uncle in trust for him. This distinction does not appear in Chinese, where the same term is used for both types of trust.⁵ There was never any doubt that, wherever there was a 司理人, there was a customary trust, whether the term was translated “manager” or “trustee”.

Customary trusts were usually set up to hold and manage land. However, some customary trusts did not hold any land. The essential feature of a customary trust is that it was set up to manage something. Customary trusts, other than temporary

family trusts, functioned in accordance with known rules, covering aspects such as the accounts which had to be prepared, the date by which they had to be prepared, how they were to be submitted to the members of the trust, and so on. Rules for the election and dismissal of managers were in place. Rules for meetings of members of the trust, and what decisions had to be made by such meetings rather than by the manager on his own were always there (alienations of property, in particular, universally required agreement by the members in a meeting). These rules were such that a customary trust was the preferred vehicle for, for instance, handling a donation drive (e.g., for the restoration of a temple or for building a new bridge) or gathering funds for various communal needs – land did not need to be held for trusts of such a character to function.

An Overview of the Customary Trusts of the New Territories

The rice-land which was farmed by a villager, in most cases before 1899 as a *tei pei* perpetual tenant or sub-tenant, or as the Crown Rent payer after that, was held under one of a number of types of landholding. The most common was land held by a single man, and inherited by him from his ancestors.

The major types of landholding, other than land owned in this way through inheritance by one individual man, were, firstly, land held in equal and undivided shares by a group of men (usually a small group and closely related), family trusts, commercial trusts, communal trusts, charitable trusts, and ancestral trusts properly so called. There were also large numbers of mixed trusts, which fell into two or more of these categories. Thus, only a few of these customary trusts can be seen as genuinely “ancestral”, that is, land held in the name of a deceased ancestor primarily to fund the rituals at, and the essential maintenance of, the ancestral grave or ancestral hall (i.e., 嘗田 in the strictest sense of the term): equally, only some were designed to remain in existence for perpetuity. Between these various types of communal and group landholding there was a continuum of situations, since there were many different forms of trust which were not always easy to distinguish from each other or from individual landholding. In the Block Crown Lease, the amount of land held by communal groups or trusts differed from village to village, but was often a quarter or a third of all the arable land in the village, and sometimes a good deal more than that.⁶ Before the changes to the landholding system made by the Hong Kong Government, traditional trusts probably held a great deal more in most villages, although much of it would have been tenanted by perpetual hereditary tenants at low or very low rent-charges.

At one end of this continuum of landholding rights was the man who owned land which he had acquired himself. He had either bought it from someone else, someone not of his own clan, on the open market, or else he had reclaimed the land from the hillside or seashore using his own accumulated capital and labour. Land so acquired was thus not inherited. Such land was seen as being uniquely the absolute property of the acquirer, the first owner. The Customary Land Law viewed land of this character as being able to be bought and sold or otherwise disposed of relatively freely, without many restraints, during the lifetime of the first man of his clan to own the property, or at his death.

Most privately owned land, however, was held by an individual by inheritance, that is, it was owned by a man who was the sole owner of the land, but who had inherited the holding from his ancestors. The local Customary Land Law placed considerable restraints on such an individual owner's powers of alienation of the land.

Rice-land inherited from an ancestor was seen as being, at least to some degree, land held under an informal "trust" established by the ancestors for their descendants. The ancestors had left this land in the belief that it would remain to succour their descendants for ever. The current landholder was thus seen as being, to some degree, the "trustee" for the descendants for the land which was, for the time being, in his hands. The local Customary Land Law had a clear concept of trust, and land inherited by a single man was not, formally, land held in trust.⁷ Nonetheless, such inherited land was held under rules which came close to those which would apply if it were land held in trust, with very real restraints on alienation by the current landholder. Equally, this understanding, that land inherited from the ancestors was to some degree an informal "trust" for their descendants, gave the landowner's paternal relatives, his clan brethren, a real collateral interest in the land. The land had descended from the ancestors, and while it was currently in the hands of one section of the descent line, if that section of the descent line wished to alienate it, the Customary Land Law clearly took the line that the rest of the descendants had a right to be involved in any decision as to the disposal of the land. While alienation of inherited land was possible in the New Territories area, these customary rules made alienation far less frequent and far less easy than in many other places and at other times.⁸

When a villager in the New Territories area died, the land he held became the property of his sons, in equal shares. Those sons then held the land jointly, in equal and undivided shares, as communal property among themselves, until and unless they formally divided the lands. Divisions of this kind were normal and common, but were often postponed for some time after the death of the previous owner.

Division normally required all the sons to be present in person, or else subsequent quarrels over whether the shares were truly equal could be expected. Given the large number of New Territories men in the later nineteenth and early twentieth centuries who were working in the City or as seamen on board ships, or who had emigrated abroad, it was, in that period, often difficult for families to gather all the sons together to divide the lands fairly between them. Sometimes such land might remain undivided, held in equal and undivided shares by the descendants, for a long time, for decades, or even for generations. If some or all of the sons died, the shares of the deceased men would fall to their sons, or, eventually, grandsons; in default of heirs, it would be redistributed among the remaining sons. Land held jointly in equal and undivided shares among groups of brothers or cousins was therefore a common phenomenon. However, such undivided land was not land held under a trust: it remained privately owned land, merely with the ownership distributed among a group of closely related men. Such land thus had a group of landholders: there was no "manager" or "trustee". Nonetheless, if land was held in equal and undivided shares over several generations, it almost imperceptibly started to become treated as if it were land held under a trust, in the name of the last individual who had held the land without any shares held by others. The boundaries were thus always a little unclear between land held in equal and undivided shares and land held in trust.

However, families also frequently held land under formal trusts, mostly trusts designed to be temporary in nature, although sometimes they were designed to last in perpetuity. Sometimes it was difficult to divide all the land left by a deceased man fairly by way of division: some had to be left communally owned by the whole group of descendants. In such cases, this land was often, perhaps normally, put into a trust rather than left as land held by equal and undivided shares. One case from Sheung Wo Hang village is typical. A man died, and his land and houses were divided among his sons. However, the deceased man had also owned a threshing floor, with an attached tiny plot of land. This threshing floor could not be easily divided, but each son needed access to it. So this tiny property was erected into a trust, with the ownership left in the name of the deceased father, with the character "*tso*" added, since the arrangement was intended to be a permanent one. One son held the property in trust for all his brothers and nephews.⁹ This trust, by the time of the Block Crown Lease, was being managed in the deceased's name by his great-grandchildren. Other trusts of a similar character can be found in many villages.

Very frequently, one son of a deceased man would go abroad for a while after the land of his father had been divided between himself and his brothers, but before

he had married. During his absence, the normal situation would be for one of his brothers or cousins to work his land, holding it as trustee for the absent man (if the absent man had married, his wife would usually work the land in her husband's name, and no trust would then be involved).

There were other sorts of temporary trusts which were required to ensure that land remained in use, and with a known individual answering for the land, during a period when the true landholder was incapable of functioning as such. The commonest case was where a man died leaving an infant son as his heir, the son being too young to marry or to work the land. The son would, clearly, have to become the ward of someone who could, for the time being, care for the land for him. Either the land was, subsequent to the death of the father, seen as owned by the infant son, but with one of his close relatives (often his mother) as trustee for him, or the land was left as a trust in the name of the deceased man, with a close relative (often, again, the widow) as trustee for the infant son. In either case, such a trust was a temporary affair: once the youth was old enough to marry and take the land over, the trust would normally be dissolved and the land would become his absolutely (or as absolutely as inherited land could be held). Such a temporary trust was very similar in character to a trust set up for an absent villager – in the latter case, the trust would be dissolved as soon as the absent man returned to the village. These trusts were “family trusts”, designed to make it easier for families to hold their land in all circumstances.

These small family trusts were often established very informally, by private agreement between the men concerned. It was, as a result, often difficult for the village community to be quite sure that land being proposed for alienation by an individual villager was actually land held absolutely by him. It was always a question whether it was not in fact being held in equal and undivided shares by him merely as one among a group of brothers, some or all of whom might be absent, or whether it was being held in trust by him for his brothers and nephews, or for some one of them. The village community faced particular problems where most of the immediate family were absent from the village, and even more so when only one man, the proposer of the alienation, was resident in the village.¹⁰ Village communities had to consider these points at the moment of alienation: the Customary Law required warranties to be established so that if land was sold which subsequently proved not to be the vendor's absolutely owned property, then the purchaser could be properly compensated.

Sometimes, men felt that holding their rice-lands in trust provided greater security that the lands would be properly dealt with after their death. Yung Sze-chiu (翁

仕朝) of Hoi Ha, many of whose deeds are transcribed and translated below, was a case in point. He had four sons. When they grew up, three emigrated. To ensure that his rice-land was properly dealt with after his death, Yung Sze-chiu established a family trust, the Hau Fuk Tong (考福堂), into which he put all his property.¹¹ After his death it was not therefore a case of the sons inheriting in equal and undivided shares: what was in question was the appointment of a new manager for this family trust.¹²

Other small and temporary trusts, of a commercial character, covered an immense range of landholding situations. Villagers wanting to go into business as a shopkeeper or doctor or artisan in their local market town would need to acquire a shop. If it was the case that the business was to be conducted by a group of friends, or if the villager had borrowed money to set up in business, then a trust would be formed to rent or own the shop, and arrangements established for annual accounts to be produced for all those involved to consider. Such a trust would have been closed down when the villager decided to retire from business: it was not intended to be a perpetual thing. There are a number of such cases from Nga Tsin Wai Village (衙前圍), which was just outside Kowloon City Market, and where many villagers thus went into business.¹³

Other trusts were to some degree analogous to joint stock companies: a group of men wanting capital to undertake some major project (several such cases are known where the aim was to reclaim the sea-bed for arable use, for instance)¹⁴ would form a trust and sell shares in it to investors. Such trusts were entirely commercial in character and were often not designed to be perpetual (in the case of the sea-bed reclamations, once the land was reclaimed, it was distributed *pro rata* to the shareholders, and the trust would either be dissolved or else would continue in being but merely as the communal representative of the owners of land on the reclamation, to hold and manage the sluice-gates, bunds, and water-courses of the reclaimed area).

Yet another group of trusts were predominantly communal. In Tin Sam (田心) Village in Sha Tin (a multi-clan village with nine resident clans), a trust existed in which the ownership of the communal facilities of the village was vested. This trust was entitled "Community of Tin Sam" (田心眾). It owned the village school, the village meeting house, and the gatehouse through the walls of the village,¹⁵ and was responsible for employing the village schoolmaster and the teacher of martial arts, for maintaining the sluices which kept the village free of floods, for digging out the village moat (also essential if the village was to be free of the risk of flood), and for letting contracts for keeping the village clean. Since it owned no

income-producing property, it levied dues from the villagers for funds to do all these things when necessary. All the heads of the village households were members of this trust. Meetings of this trust functioned very much as a “village meeting”, where village problems could be raised and discussed and solutions proposed, debated, and agreed. The Village Headman of Tin Sam was the man elected as manager of this communal trust.¹⁶

Across the river from Tin Sam lay the village of Tai Wai (大圍). This was also a multi-clan village, with thirteen settled clans. Here the villagers treated the god of the village temple (the temple was dedicated to Hau Wong, 侯王) as their “common ancestor” (村太公).¹⁷ There was a trust set up in the name of the god which functioned as the communal trust for the village (as well as finding the funds for the annual rituals at the temple). The Village Headman of Tai Wai was the man elected as manager of this trust, and meetings of the trust, as at Tin Sam, functioned very much as a “village meeting”.¹⁸ Many other villages had communal trusts of a similar sort.

Other communal trusts were trusts set up by small groups rather than by the whole of a community. One such sort of trust was set up by a group of village scholars to fund the annual dinners which these scholars would hold together, often at the Mid-Autumn Festival, and any other expenses which the scholars as a group wanted to fund. Such trusts are known from a number of the larger villages or groups of villages. One such trust, the Man Cheung She (文昌社) of Wo Hang Village, was the purchaser of land at Deed 29. These trusts were somewhat analogous to clubs.

A type of trust which is often rather similar to a communal trust was the charitable trust. These seem to have been less common than other sorts of trust.

Every large village or group of villages had a communal temple, owned and managed by the village community. In many cases, perhaps most, the temple was managed on a day-to-day basis by a Temple Keeper, appointed on an annual basis by the community which owned the temple. In most cases, the temple's expenses and the Temple Keeper's subsistence were met by casual donations from worshippers, and any repairs or restorations needed by the temple by a donation drive within the community at large. However, in a number of cases, land was held in the name of the temple, the income from which went towards the expenses of the temple. Normally, such land was owned by a communal trust set up by the community which owned the temple.¹⁹ However, in a number of cases, the temple trust was, as at Tai Wai, in reality a communal trust, with the community putting their communally owned land into a trust in the temple's name because that would make

it more difficult for such land to be sold off. The Cheung Shan Kwu Tsz Monastery (長山古寺) at Miu Keng (廟頸), between Man Uk Pin (萬屋邊) and the Ta Kwu Ling (打鼓嶺) area, is one such case, the temple trust being predominantly used as a vehicle for holding communal funds, although the monastery's requirements were always treated as having the first claim on them.²⁰

A number of villages had trusts set up in the name of the earth-god of the village, to provide funds for the annual rituals conducted before the earth-god. In some cases, these trusts were communal, with every family having a share in them. In others, the trust was a voluntary thing, a few families having set it up by putting aside a little land, the income from which would meet those families' obligations towards the annual expenses (the rest of the village having to find cash each year for this).²¹

There also existed other trusts of a more explicitly charitable character. Under the urging of the Assistant Magistrate of Kowloon City, the elders of the Kowloon villages established a charitable body, the Lok Sin Tong (樂善堂, "The Hall of Those who Delight in Charity") in 1880. The *tong* ran a hospital and dispensary in the eastern suburb of Kowloon City. The *tong* was a trust, whose managers handled the income from the land which had been donated at the foundation, as well as running the hospital and dispensary. The managers of this trust were chosen from representatives of those villages and those individuals who had donated the land at the foundation.²² Very similar bodies ran the hospitals on Cheung Chau (長洲), (the Fong Pin Hospital, 方便醫院, "The Hospital for the Convenience of the Islanders") and at Yuen Long, (the Pok Oi Hospital, 博愛醫院, "The Universal Love Hospital"); very similar bodies ran the hospitals in the market towns of Sham Shui Po and possibly in Hung Hom (紅磡).²³ The Cheung Chau trust was set up in the later eighteenth century, and the trusts at Yuen Long, Sham Shui Po, and Hung Hom date from the very end of the nineteenth century or early in the twentieth.

The Kam Tin (錦田) villages had another sort of charitable trust. This was called the Tung Fuk Tong (同福堂, "The Hall of Common Happiness"). This body was open to all villagers of Kam Tin to join. Any villager wishing to join donated a set annual sum to the trust which handled the *tong's* income and had the right to take part in meetings of the trust thereafter: members of the trust elected a manager from among themselves.²⁴ This body donated money to worthwhile charitable causes, and attracted those villagers who were relatively wealthy and of a charitable frame of mind.²⁵ After the Six-Day War of 1899, it was this charitable body which took on itself the burial of the bodies of the dead. It built a large communal grave in a lychee orchard which was the property of the *tong*: later they built a

small Buddhist nunnery (the Miu Kok Yuen, 妙覺苑, "The Garden of Mysterious Contemplation") alongside the grave, so that the nuns could pray for the souls of those who had died.²⁶

There remain the ancestral trusts. These were, and still are, trusts erected in the name of a deceased ancestor, in which every male descendant of that ancestor had an equal share for his life, or every family of the descent line had a share depending on its position in the descent line (these two ways of arranging the shares were both found, depending on the tradition of the village in question). The prime task of such trusts was to fund the ancestral hall, if there was one, and the rituals conducted there and at the ancestral grave. They were always designed to exist in perpetuity, so that the ancestral hall, grave, and their rituals would be secure from passing economic problems for as long as there were descendants remaining in existence.

A true ancestral trust of this character did not need to be very wealthy. It would own the ancestral hall, the ancestral grave, and enough land to provide the income needed for the annual rituals, but only a relatively small amount of land would generate enough income for this. However, many apparently ancestral trusts were, as recorded in the Block Crown Lease, in fact very wealthy. This was normally because they were mixed trusts and not purely ancestral trusts.

Many trusts which are, on the face of things, ancestral trusts, set up in the name of a deceased ancestor, were in fact predominantly commercial or communal in character, having little to do with the ancestor in question or the rituals mounted in his name. The land they owned was called 嘗田, but little of the income was spent on the ancestral rituals. At best, these trusts spent only a very little of their income on the ancestor, and most on communal or commercial activities, although they might spend whatever was needed on such rituals when the time for them came round. The problem was that, in single-clan villages in particular, where the clan community and the village community were the same, it was very easy for the communal needs of the village to be undertaken by the ancestral hall and funded through the ancestral trust: the purely ancestral and the communal being thus confused together.

The situation in the Wo Hang villages (禾坑), many of whose deeds are transcribed and translated below, clarifies this point.²⁷ The main village, Sheung Wo Hang (上禾坑), had been established by four families, but was dominated by the Lee (李) clan, who arrived there about 1680. The Lees succeeded in time in ejecting two of the other village clans. The third, the Tang (鄧) clan, was too substantial for the Lees to bully, but the Tangs agreed to sell out to the Lees: most Tang land was sold to the Lees between 1785 and 1837. By 1899, the Tangs had almost all

moved to their new settlements and the village was, effectively, a single-surname village of the Lee surname.²⁸ One branch of the Lee clan (the descendants of the second *fong* of the clan) moved out to establish the adjacent village of Ha Wo Hang (下禾坑) in about 1750: one branch of the Ha Wo Hang clan moved out to found a third village in the immediate Wo Hang area – Tai Long (大朗), in about 1760.

In the Block Crown lease, the Lees had two trusts with identical membership, in each of which every Lee family, from all three villages, had equal shares, both of which seem at first sight to be “ancestral” trusts, but which in fact were not entirely so. The first of these was definitely a mixed trust, since it combined both ancestral and communal activities. This was the Sam Tsit Tong (三捷堂, “The Hall of the Three Tsit Brothers”). This trust owned the main ancestral hall²⁹ and the Sheung Wo Hang School (the school served all three villages). It also owned 0.4 acres of first class land near the centre of the main village, and 0.02 acres of second class and 0.25 acres of third class land in the same area. This land held by this trust near the village centre was let out to produce income to fund the ancestral rituals and the essential communal requirements of the villages (especially upkeep of the school). In the later nineteenth century, the village school was entirely rebuilt on a larger and grander scale. This may have led the villagers into feeling that the Sam Tsit Tong no longer had enough land to produce the requisite income, since the school was going to need a good deal more maintenance than in the past. At about this time, therefore, the villagers bought more land to put into this trust: 0.61 acres of first class land on the Wo Hang reclamation and 0.43 acres on the Sha Tau Kok reclamation. All this land was, like the older holdings near the village centre, let out to produce income to fund essential village services. Deed 15, of 1860, refers to a purchase of about 0.13 acres of land for the Sam Tsit Tong: this was a part of the land acquired by the Sam Tsit Tong at this period. The Sam Tsit Tong was also the holder of the *tei pei* tenancy of the village.

It was not the case that the apparent relative poverty of this trust (only 1.71 acres of rice-land even after land was bought in the later nineteenth century) was because the clan did not have the money to be more generous in setting aside land at the date when the three Tsit brothers died. Rather, the villagers wanted this trust to be absolutely set apart. All its income was to be used solely for the ancestral rituals and the essential requirements of the village community. This trust and its income were to be enveloped in an aura of sanctity, used only for the clan’s most sacred rituals and the villages’ most essential communal requirements, especially the school: none of its income was ever to be put at risk.³⁰

However, the clan had a second trust, membership of which was identical with the membership of the Sam Tsit Tong. Land was bought for this trust as and when money was available, with the income from it being lent out and ventured when commercial opportunities arose. This was the Pak Hing Tso (百興祖, "The Hundred Ancestors Rejoice": the "Hundred Ancestors" in the name of this trust were in fact the thirteen ancestors in the fourth generation of the clan, who had died in the late eighteenth or early nineteenth centuries). This trust owned 0.88 acres of land, all good quality, but all bought in the later nineteenth century (i.e., about fifty to seventy-five years after the last of the "Hundred Ancestors" had died) on the Wo Hang and Sha Tau Kok reclamations. This land was mostly rented out to members of the clan needing land to till. The cash gathered was mostly then lent out at interest or used to buy more land as the opportunity arose. None was used for ancestral rituals on a routine basis.

Sheung Wo Hang Village had yet a third trust in which every member of the two branches of the clan resident in Sheung Wo Hang shared, (the Ha Wo Hang and Tai Long people had no share in this trust). This was the Yi Hap Tong (二合堂, "The Hall of the Two United", referring to the two third-generation ancestors from whom the Sheung Wo Hang people descend). This trust was relatively wealthy, owning 9.04 acres, mostly on the Wo Hang and Sha Tau Kok reclamations. All this land had been acquired in the later nineteenth century and was rented out to members of the clan. The income of this trust, like that from the land owned by the Pak Hing Tso, was lent at interest or ventured whenever suitable commercial opportunities arose. It was not used for ancestral or essential communal purposes, since the income of the Sam Tsit Tong sufficed for this.

Below the Pak Hing Tong, the second and third branches had branch trusts (the Ng Fuk Tong and the Wing Hap Tso in the second branch, and the Sam Yue Tong in the third branch, 五福堂, 榮合祖, 三餘堂). In the second branch, the Wing Hap Tso was similar in character to the Sam Tsit Tong for the clan as a whole. It owned just 0.15 acres of land, the income from which was used entirely for the upkeep of the branch ancestral hall at Ha Wong Hang and the rituals conducted there, although the branch ancestral hall itself was owned by the Ng Fuk Tong. The Ng Fuk Tong was much wealthier, but its income, like that of the Pak Hing Tso, was lent out at interest: when cash had been accumulated, it was used to buy more land. It owned 2.16 acres of land, mostly on the reclamations. The Sam Yue Tong was very similar in character to the Ng Fuk Tong, owning a significant area of land, used to produce income which was then ventured commercially. This trust owned 18.0 acres of land, mostly on the two reclamations. It was the Sam Yue Tong which

had bought out most of the Tang clan in the late eighteenth and early nineteenth centuries. All the members of the Sam Yue Tong were also members of the Yi Hap Tong. The third branch (the Sam Yue Tong) was much the wealthiest part of the clan in the later nineteenth century.

All these trusts can be called “ancestral” in that their membership comprised sections of the descent line, but only the income of the Sam Tsit Tong and the Wing Hap Tso was actually regularly used for ancestral rituals. None of the other trusts spent anything on the ancestral or communal needs of the villages, unless exceptionally.

There were also three Wo Hang trusts which were open to anyone from the clan who wished or who were invited to join. These were the Man San She (文神社; see Deed 29: this trust was also called the Man Cheung She, 文昌社), the Tang Fa Wui (燈花會), and the Tai Wong Wui (大王會). The first of these was open to anyone in the clan who was seen as a scholar: membership was by invitation. The Man San She owned 3.22 acres of land, mostly a good way away from the village centre. The income from this land was used to fund the dinners held by the village scholars, but was also lent at interest.

The village needed to buy fire-crackers whenever there was a festival: every family had to pay a certain sum each time. However, some families had donated small plots of land to the Tang Fa Wui (“Firecracker Association”): the income from this land was used to pay for the fire-crackers for the member families.³¹ The Tang Fa Wui also tended to arrange various minor rituals. It owned 0.22 acres of land.

In addition to these trusts, Wo Hang also had a further thirty-three trusts set up in the names of ancestors from the third, fourth, fifth, sixth, and seventh generations. They varied from the very tiny to the substantial. The substantial trusts from this group were used as commercial bodies, renting land to members of the clan, lending money out and venturing it commercially, and buying more land when the opportunity came up and there was cash in hand.

Trusts and Family Holdings before 1899

It is difficult to get behind the Block Crown Lease to what must have been the much more complex situation before the revolution in landholding introduced by the Hong Kong Government. In the Wo Hang villages, the Sam Tsit Tong held the *tei pei* rights to most of the area from the *tei kwat* landholder.³² In the last resort, all the rice-land of the three villages, except, perhaps, the land on the reclamations, must therefore have been held by way of perpetual oral tenancies or sub-tenancies

from the Sam Tsit Tong as *tei pei* landholder. It would have been the Sam Tsit Tong which would have answered for all this land to the *tei kwat* landholder. It is probable that these perpetual tenancies paid only a very small rent-charge to the Sam Tsit Tong, something in the way of a recognition payment, possibly nothing at all. Given the pattern of landholding disclosed by the Block Crown Lease, it is likely that many, probably almost all, of the perpetual tenants of the Sam Tsit Tong were ancestral trusts of one type or another, set up in the name of the branch and stem ancestors: these trusts were registered as the landholders at the time of the Block Crown Lease, suggesting that they were seen by the villagers at the time of the Block Crown Lease Survey as having previously been the landholders. They had presumably paid very little, if anything, to the Sam Tsit Tong before then. At the time of the Block Crown Lease and earlier, the individual Wo Hang families would have held the land they farmed by way of oral perpetual tenancies from one or other of these trusts, probably either without paying any rent at all or else a very small annual rent-charge.³³ No Wo Hang village family had any written deed for the land they held in the central area of the villages, unless there had been a sale from one village family to another of their rights. Most of the village families would have tenanted these lands, father to son, back to the foundation of the village.

The Wo Hang ancestral trusts are recorded as holding seventy-two per cent of the rice-land of the three villages in the Block Crown Lease. Most of this land, both before the date of the Block Crown lease and later, must have been held from them by individual village families by way of oral perpetual tenancies. However, it is probable that some part of the land held by these ancestral trusts was not let out by way of perpetual tenancies: the villagers say that families with many children, whose perpetual tenancy land was too little for them to survive on, could seek to rent land from the ancestral trust, which always kept some land back for this purpose. Rent for such land was usually a little below the commercial rack-rent level, but not by much. It was the rent from this land which brought in the income which the Sam Tsit Tong used for its communal and ritual needs, and similarly which the other trusts used to lend out or to venture commercially.

The village houses (all shown as owned by individual villager families at the date of the Block Crown Lease) must also have been held as rent-free sub-tenancies under the Sam Tsit Tong's *tei pei* tenancy.

The land on the reclamations, which was mostly owned by various Wo Hang trusts, was probably land over which those village trusts held the *tei kwat* rights, since this land had been reclaimed at the expense of the trusts and had not been tenanted from the original *tei kwat* landholder. It is, however, unlikely that much land

tax was paid for this land.³⁴ The *tei pei* rights to the land would have been held by individual village families by way of oral perpetual tenancies from the trusts which had paid for the reclamation to proceed, presumably with rent passing to the trust, although probably at less than the full market rate.

Before 1899, there must therefore have been at least three layers of tenancies and sub-tenancies in this area. This was because the concept of landholding was itself layered. The Cheung clan, as the *tei kwat* landholder, paid land tax on at least some of the land and was the “owner” of the entire village as far as the Imperial Land Law and the Magistracy went. On the other hand, the Sam Tsit Tong also “owned” the whole of the village area before 1898, as the *tei pei* main tenant. It was the Sam Tsit Tong, therefore, who would have answered for the villages to the *tei kwat* landholder. However, the major branch ancestral trusts also “owned” most of this land. They had occupied the land, presumably, by oral perpetual sub-tenancies from the Sam Tsit Tong as *tei pei* main tenant, or as the *tei kwat* landholder on the reclamations. They probably paid at most a very small recognition payment to the Sam Tsit Tong. Finally, the individual village families also “owned” the land since they tilled it and could sell it or mortgage it, holding from the branch ancestral trust by oral perpetual sub-sub-tenancies, by village tradition and agreements. At the Block Crown Lease, the Wo Hang villagers chose to register the third of these layers of “ownership” as the landholders for most of the village land. But all these layers were there even if, on a day-to-day basis, it was the fourth layer, the individual village families, whose “ownership” was the most real.

In the Block Crown Lease, these subtleties are ignored, as is to be expected. But the Block Crown Lease shows the great majority of the land of the Wo Hang villages as held by the trusts, ignoring the fact that there were large numbers of oral tenancies of this land held by the individual village families. At least in these three villages, the Block Crown Lease therefore shows us a little of what the pre-1899 tenancy situation was, since the villages had retained the pre-1899 system of the village families holding the bulk of their land by way of oral perpetual tenancies from their ancestral trusts, and they in turn from the Sam Tsit Tong for much of their land. In these villages, at least, the villagers did not take the opportunity of the Block Crown Lease to have themselves registered as the landholder and Crown Rent payer. The only land they registered in their own names was their houses and the land the family had cut out of the hillsides or bought on the open market.

In Nga Tsin Wai, which was a village with three resident clans, there were twenty-five trusts holding land in the name of various Ng (吳) clan ancestors registered in the Block Crown Lease, fifteen Li (李) clan trusts of a similar character,

and one Chan (陳) clan trust.³⁵ Most of these trusts were small, essentially family trusts. The wealthiest were only branch trusts. In the Ng clan, the ancestral trust held in the name of the Founding Ancestor was the Shing Tat Tso (吳成達祖). This owned the Ng clan ancestral hall and the school (the Ng clan ran the school on behalf of the village at large). In the Block Crown Lease, it is shown as owning two shops in Kowloon City and 0.78 acres of rice-land, the income from which was, it would appear, used essentially for ancestral rituals, the expenses of the school, and other essential communal services. In the Li clan, the trust in the name of the Founding Ancestor (the Shing Kwai Tso, 李成貴祖) is registered as owning 1.09 acres of land, the income of which was used to fund the rituals at the ancestral grave (the Li clan did not have an ancestral hall) and essential communal services. The Chan clan, which also had no ancestral hall, had a trust in the name of its Founding Ancestor (the Chiu In Tso, 陳朝賢祖), but this trust held no income-producing land in the Block Crown Lease. The Nga Tsin Wai trusts, with income which they lent at interest or which accumulated funds for investment whenever an opportunity arose, were the wealthier of the branch trusts (especially the Ng Sze Ko Tso, 吳仕高祖, with 8.73 acres of rice-land and five shops in Kowloon City).

The most important single communal facility of Nga Tsin Wai Village was the Tin Hau Temple, with the village office and the storeroom for ritual equipment next to it. All three clans owned an equal share of these and of the village walls, lanes, gatehouse, and moat. These facilities were owned by a trust. This trust was held in three equal and undivided shares, one each held by the three main ancestral trusts (the Ng Shing Tat Tso, the Li Shing Kwai Tso, and the Chan Chiu In Tso: in the Block Crown Lease no name is given to this trust, but the property is shown as held in equal and undivided shares by these three trusts). There were three managers of this trust, one from each clan. Whenever the village needed funds for communal purposes, the managers would hold a village meeting. The most senior of the three managers would chair the meeting and was taken as the Village Headman. At a village meeting of this sort, the cash needed would be agreed and each clan would be required to find their share. Probably the Ng and Li clan shares would normally have been paid from the income of the two trusts held in the name of the Founding Ancestors, but the Chan clan must always have paid by way of a rate charged to each Chan clan household, which was also the method used by the other two clans where the expenses were high.

Among the communal expenses thus gathered from the three clans after village meetings at the temple and village office in this way were those required to meet the ritual expenses of the temple, especially the annual festival on the birthday

of the deity, the cleansing of the village lanes, the dredging of the moat, and the control and upkeep of the sluice-gates which protected the village from flooding. When the village was under threat from bandits in the 1850s and had to stand a siege, the expenses of buying gunpowder for the village guns and similar expenses were also raised in this way.³⁶

At Nga Tsin Wai, unlike at Wo Hang, the villagers at the time of the Block Crown Lease registered under their own names the land their families farmed. It is not known who had previously held the *tei kwat* rights here, nor who held the *tei pei* rights from the *tei kwat* landholder in this village. It may have been the tripartite communal trust which owned the temple and village office which was the *tei pei* main tenant. It is likely that the individual villagers held their land before 1899 by way of oral perpetual tenancies from the *tei pei* main tenant. Whether the families paid any annual sum by way of recognition payment to the holder of the *tei pei* rights is unknown, but probably only a very small sum, if any. In the Block Crown Lease, the Nga Tsin Wai trusts held 27.7% of all the village rice-land. Presumably, this was land which, before 1899, the trusts had rented out for income to village families needing more land for the time being, but excluding land held from them by perpetual oral tenancies without substantial rent passing, and hence was land which the villagers considered should be registered as the property of the trusts. The Block Crown Lease situation doubtless represents a sharp simplification of the previous situation.

It will thus be seen that, at both Wo Hang and Nga Tsin Wai, the border between the ancestral and the communal was blurred (and, at Nga Tsin Wai, the border with the religious as well). This was common, possibly almost universal. Village communities had ancestral and communal expenses of every type. At both Wo Hang and Nga Tsin Wai, however, trusts which regularly lent money out at interest were kept separate from the trusts which funded ritual and essential communal services. The village elders state that this was deliberate, to ensure that the absolutely essential village expenses were never put at risk by the moneys being ventured out on possibly risky collateral. While in the poorer villages of the area this careful separation was less in evidence, it was, nonetheless, common. Ancestral trusts just owning the ancestral hall and a small area of rice-land were not therefore "poor", but were kept like this so that the income they had balanced as far as possible the essential expenses they had to meet.

All villages had customary legal rules or by-laws covering whether the shares of the trusts were held equally by all the males of the group (分丁) or by the heads of families (分家) according to the descent lines of the clan, and on the way trusts

should be run, regarding things like the election of managers, preparation and publication of annual accounts, rules for the dismissal of managers who had lost the confidence of the village community, rules as to the keeping of account books and who had the right to see them, payment to managers for work done, and so forth. Many villages had rules covering communal expenses and communal work, how rates for cash payments should be levied (see Deeds 31 and 116), rules about the school and how it was to be run, and so on. Some villages had communal rules for the levying of labour.³⁷ These customary rules differed from village to village, the only common feature being the universal understanding that village communities had the right to decide on such matters. These customary rules do not affect those by which the trusts held or disposed of their land and cannot be considered as "Land Law".

The only major customary rule about trusts which does require some comment is that, where land owned by a trust was proposed for mortgage or sale, the manager of the trust had to ensure that all the members of the trust had been consulted and had agreed to the alienation, or at the least had not objected to it.³⁸ Where individual landowners wanted to sell land, they had to show that they had consulted their immediate kin, especially the next heir, and had got their consent to the alienation. Where trusts were in question, the same rule was in place, but the village communities usually demanded even more attention to this matter of consent. The manager of a trust was, before the early twentieth century, in no way the owner of it, merely the representative of the owners; he hence had to secure a much more structured consent than where an individual landowner was alienating land. Otherwise, there seems to be no significant difference in the Customary Land Law as it applied to individually owned land, or to trust or communal land.

The Views of the Hong Kong Government on Customary Trusts

The Hong Kong Government saw little problem with customary trusts set up to hold land, even if the trust was designed to stand in perpetuity. Many new trusts were established with great ease in the years down to the coming of the Japanese (Yung Sze-chiu's Hau Fuk Tong was a case in point, being established in the early 1920s).

However, from the earliest days of the new administration in the New Territories, the government was very much aware of the scope for speculation by managers of trusts selling land and pocketing the proceeds. In the New Territories Ordinance of 1905 (sect. 15), the managers of customary trusts were declared to be the sole owners of the trusts. This seems to have been an attempt, by setting up a statutory

legal fiction, to produce an arrangement under which such trusts could sue and be sued in the Common Law Courts of Hong Kong without difficulties being caused by the differences in legal concepts between the Common Law and the Customary Law. However, this statutory arrangement made no difference to the facts on the ground, which were that ownership was vested in the members, not the manager, of the trust. This was guaranteed by the Ordinance requiring the District Officer to give his approval before any manager could exercise any powers of ownership. Administratively, the District Officer was required to satisfy himself that all the members had given their consent, or at least had been given the opportunity to object but had not done so, and to certify this in writing in the file. In other words, the manager was declared the owner for the purpose of making it easier for the trust to go to Court, but the District Officer ensured that the manager did not abuse this position, by ensuring that the manager acted only with the consent of the members, who remained the real owners. Normally, the District Officer would require notices to be posted up in the village concerned and on the land in question, detailing the proposal and asking whether there were any objections to it, giving a reasonable time for objections to be lodged. The District Officer would also require that the manager produce satisfactory evidence that proper meetings had been held, which every member had been given the opportunity of attending, and at which the proposal had been properly explained and put to members, and agreed by them. Only after all this had been done to the District Officer's satisfaction would he approve the transaction and certify his approval in the file, thereby allowing the alienation to proceed.³⁹ Apart from this, little change came about before the coming of the Japanese in the establishment and management of customary trusts.

5

Restraints on Transactions in Land

The Customary Land Law: Restraints on Disposal of Land

We have already seen that the apparent unfettered right of the *paterfamilias* in Chinese tradition to do what he wanted with his land was, in practice, very much restrained in the New Territories area by the fact that most men held their land by oral perpetual tenancies from their own ancestral or communal trust, so that the clan and village had a collateral interest in any transaction involving his land and would have to give consent, or at least not object, to any transaction involving his land before it could take effect. However, the Customary Land Law added to this certain rules which restrained such transactions even further.

Messer and Ts'ui thus noted in 1900:

If any owner wishes to sell his land, he is supposed to offer such land in the first instance to his nearest relatives, and is not at liberty to sell to anyone outside of his clan, unless his nearest relatives are unwilling to purchase. In large clans transactions in land take place, as a rule, between different members of the clan without the property ever being disposed of to outsiders.¹

This restriction on freedom to alienate land is one of the basic rules of the Customary Land Law, and is abundantly demonstrated by the deeds in Part 3 of this book.²

The maxim as quoted by Messer and Ts'ui, however, does not go far enough. The restriction is given by them in a negative form (an owner "is not at liberty to sell"), whereas a fuller and more complete statement would be more positive in form.

The basic rule was that land inherited from the ancestors was, broadly speaking, land held by the current head of household by inheritance from his ancestors, in accordance with the will of the ancestors that the land be handed down the descent line for the benefit of their descendants. This inherited land should therefore not be sold, as this would disinherit the descendants and render ineffective the hard work and self-sacrifice of the ancestors, who had amassed this estate in the first place.

It can thus be said that, while the landholder for the time being was the owner of the right to cultivate the soil, he was in the last resort merely holding that right in accordance with the will of the ancestors, in a loose and informal way as custodian for his descendants. While use of the word “trust” is open to misinterpretation in the context of the New Territories, where formal trusts were extremely common, nonetheless, sale of inherited land can be seen as a breach of an informal “trust” set up by the ancestors for the descent line. Put another way, land inherited from the ancestors was land over which the current head of household had certain rights, but subject to strong moral constraints against alienation away from the clan. Sale would impoverish the descendants and was thus both immoral and shameful. If extreme circumstances forced the owner for the time being to sell the land, he should sell it to his close paternal relatives, for in this way the expectation of the ancestors would not be broken, merely amended, since the land would pass from one segment of the descent line to another, but would not pass outside the descent line altogether. Sale within the clan was a matter of shame to the seller, but sale outside the clan was a matter of shame to the whole clan and could only be justified in extreme cases. Furthermore, since most land was held by oral perpetual tenancies from the clan ancestral trust (that ancestral trust being either the *tei kwat* landholder or the holder of a perpetual *tei pei* tenancy from the *tei kwat* landholder), and was subject to the terms of those tenancies, then this land was land over which the clan at large had a collateral interest since sale to an outsider would upset the whole system, bringing instability to the clan and village community.

At the same time, there was never any doubt that the owner for the time being always had the right to sell: it was always understood that extreme circumstances might occur. Sale of the land was always seen as better than having the whole family starve to death, which would be a far more serious breach of the informal “trust” left to the current generation by the ancestors than sale of the land.

This statement of the basic rule of the Customary Law on sale of land should not, however, be pressed too far. The villagers would never dream of going to the Magistrate’s Court to prosecute a clan brother for breach of these rules. They had, therefore, no access to any law court, other than, perhaps, in large and wealthy villages, the Clan Council of the elders of the village³ and, in even the smallest village, the (always very strong) power of village public opinion. As so often in China, too, the rules should be seen as moral imperatives rather than strict legal rules. Where a rich and powerful villager was concerned, the rules could, and often would, be bent to meet his wishes. At the same time, in small, impoverished mountainside villages, where life was always marginal, bad years or periods of famine

would come round quite frequently, producing extreme circumstances affecting all the village households.

If a villager fell into despair and wanted to sell up and go away to try his luck somewhere else, abandoning his clan and village community altogether, then the moral imperatives of these rules would not be so strong as in the case of people wanting to sell a small plot but to stay in the village and remain part of its community.

Taking the rules as a whole, they clearly had more effect and were more strongly enforced in the rich, ancient villages in the fertile lands of the west and north-west New Territories. Even in bad years, these villages were unlikely to see widespread famine or despair. If one or other of the villagers in such villages felt impelled to sell some land, it was usual that there were clan brethren willing and able to buy, and so the land would stay within the clan. As Messer and Ts'ui note, sales of land in such villages were almost invariably oral, within the clan, and cast in the form of mortgages (redeemable sales): this was to allow the clan brother who was selling to regain his land if his circumstances improved later on. As a result, there are very few surviving land deeds from such villages, certainly not for land in the close vicinity of those villages.

Issue of a land deed seems to have been in part dependent on the tradition of the individual village. Many ancient wealthy villages rarely issued land deeds for transactions between clan brethren, as noted above, but some other villages seem to have been much more willing to cover transactions between clan brethren with a deed, for instance, Wu Kau Tang.⁴ Shek Pik seems to have been careful to cover transactions between village brethren (i.e., transactions between villagers of different surnames but resident in the same village community) with a deed,⁵ but not where transactions were between clan brethren.⁶ In Pui O, deeds seem to have been issued covering both transactions between clan brethren⁷ and between co-villagers of different surnames.⁸ If we had more deeds surviving, it is likely that such differences of approach from village to village would be much clearer.

Most surviving land deeds thus come from the smaller, poorer, and more marginal villages in the hills, or if they come from somewhat wealthier villages in the lowland valleys, then they are from multi-surname villages and mostly cover transactions between different clans resident in that single village. In the hill-villages, famine came regularly. Villagers would face extreme circumstances in famine years, but would find all their clan-brethren little better off than they were in such difficult times, with none able to find the silver to buy the land being offered, leaving no option but to sell the land outside the clan by an absolute sale to an outsider. In such circumstances no purchaser would venture his capital without a written deed.

This belief, that land inherited was land held from the ancestors for the descendants, was much more strongly held where the land in question was inherited by a man from his father, back up the ancestral line to the first foundation of the village. Such land would have been held by perpetual oral tenancy from the ancestral or communal trust of the village. Land held in this way would usually be in the immediate village environs. It would be land where the owner had no evidence of title except the witness of the village and the village traditions and customs. It was most strongly held where the ancestral house was concerned: the house in the centre of the village where the owner's father, grandfather, and remoter ancestors had actually lived and died.

Land, however, which had come into the owner's hands through some other means was, it was felt, less shameful to sell. Land which the owner had himself bought from someone else at an earlier date could be sold relatively freely, especially where the land lay outside the ancestral village environs. Land clearly bought as an investment (for instance, a shop or workshop bought in the local market town) could be sold, it would seem, quite freely, at least by the first purchaser. New land, reclaimed from the mountainside or seashore by the labour and using the capital of a villager, could also be sold relatively freely, especially if the land lay at some distance from the ancestral village. According to village elders,⁹ any such land which an owner could sell freely, or relatively freely, could be sold equally freely by the heirs when the first owner died. However, if the heirs did not sell within a short time of the first owner's death, then the land became "inherited land", and sale thereupon became less easy, as the clan at large, or at least the close family members, would claim an interest in it. The more times the land passed by inheritance, the greater the collateral interest in it that was shown by the clan, and hence the less freely the land could be sold.

Land bought and sold or reclaimed within the immediate vicinity of the village – within, that is, the boundaries of a village perpetual tenancy – was, however, restricted in its saleability from the first. Sale outside the clan or village community in such circumstances might well breach the terms of the perpetual tenancy.¹⁰ The *tei kwat* landholder had the right of reversion to the land if the family of the perpetual *tei pei* tenant failed. Since, as noted above, in almost every case the perpetual tenancy was in due course held by the ancestral or communal trust of the village, transfer of land from segment to segment of a clan, or from clan to clan within the village community, was acceptable, but sale to an outsider was not. This was especially so if the sale was a sale of all the property of a family which wanted to sell up and move right away from a village. In such circumstances, even land

previously bought by the vendor, or land previously reclaimed using his labour and cash, should not be sold outside the village and clan, since to do so would endanger the very structure and stability of that community.

Equally questionable were sales where collusion was a risk. If land previously bought by a villager could be subsequently sold by that villager relatively freely, that did not apply to land bought from a clan brother within the village environs, that is, within the boundaries of the village perpetual tenancy or within its traditional home territory. If A bought land within his ancestral village environs from his clan cousin, B, and then tried to sell the land to an outsider, C, this would be seen as a fraudulent attempt by A and B in collusion to circumvent the restraints of the Customary Law: in such a case, the land would be treated as if A had inherited it from his ancestors, just as B had done, and restraints would be invoked.

Another type of transaction where fraud and collusion might appear was where a villager had taken out a loan, putting land up as collateral. If the loan was not repaid, then the land would be foreclosed and become the property of the lender. If the borrower, A, was a villager and the lender, B, an outsider, then such a set of circumstances might easily hide a sale from A to B outside the usual Customary Law restraints. Loans of money with land put up as collateral were forbidden by the Imperial Land Law, precisely because of the ease with which such transactions could hide collusion. The Customary Land Law had no problem with loans of money with land as collateral, but looked at foreclosures with considerable concern. If the outsider, B, sought to foreclose on A, the villager, the clan, and the village community would certainly demand to check the circumstances to see if they were *bona fide*; if a villager, C, could be found who would offer to pay back the sum lent by B, then he would be obliged to take the money and go, while C took the land.

One exception to this general rule, that sales of land should be restrained, should be noted. If a villager saw an opportunity to increase or better his landholding (i.e., to extend the ancestral estate he had inherited) by buying land which was to be paid for by sale of some other land, so that the land he would leave to his heirs would be greater or more productive than that which he had inherited, this was generally acceptable, so long as land within the immediate village environs was handled carefully and sensitively.

Where a village had been settled by a group of friends, with the *tei pei* tenancy in due course held by the communal trust of the village, then if a villager wanted to sell land and no member of his own clan could afford to buy, it was more acceptable to sell to one of the other village clans than to an outsider. Such a sale would

not put the village perpetual tenancy at risk, as the sale would be within the bounds of the tenancy; very often, the purchaser would also be related to the vendor, if not by paternal blood then at least through the mother's line. Several such cases, from Shek Pik Village in particular, can be seen below.

To sum up, most land deeds seem to have been issued in famine years, from relatively small and poor villages, when extreme circumstances clearly did affect the vendor and when his clan brethren did not dare venture their capital to buy. Other deeds reflect sale of marginal land, land at some distance from the environs of the ancestral village, land, that is, which was less sensitive in the eyes of the village community. In yet others other special circumstances are clearly present.

The moral imperatives of these rules were such that, in many villages, no land sales outside the village community ever took place between the foundation of the village and the takeover of the New Territories by the Hong Kong Government, even where poor mountainside villages were concerned, so that, in the Block Crown Lease Survey, every inch of land within the village area was still owned by clan members. Tai Om Shan, founded in 1733 (Deed 20), is one such village: every inch of land in the Tai Om Shan valley was still owned by the descendants of Chung Yuk-hing, the Founding Ancestor, in 1900. Hoi Ha is another case in point. Founded in 1811, by 1900 no outsider had purchased any land there, all of the land still being owned by descendants of the two founding brothers. Tin Liu, on Ma Wan, is another case: within the tenancy area of Tin Liu, no sales had taken place outside the founding Chan clan by 1900. The District Officer, in 1949–50, noted of Tong Fuk Village (塘福), on Lantau Island, that “not a single piece of land is said to have yet been alienated to outsiders, nor has anyone been known who has mortgaged his land to any outsider”, and, of Shap Long: “no outsider owns any fields in Shap Long”.¹¹ In all these cases, sales of land between close relatives may well have taken place, but no land deeds survive: if any such sales took place they were probably oral. Many other villages throughout the New Territories show the same situation: no outsiders held land within the immediate village environs by the date of the Block Crown Lease. Transactions in land were quite rare, mostly affecting marginal land or taking place in special circumstances. These villages, where no land had been transferred outside the village clan or clans for the 100 or 200 years before 1900 demonstrate this very clearly.

After 1899, sales of land became steadily more frequent. The ending of the *tei kwat:tei pei* relationships removed one significant restraint on sale, for there was no longer any *tei kwat* landholder to claim that the sale breached the terms of the perpetual tenancy. Land near the City, or near the new roads, became more and

more valuable, and not just as rice-land. Previously, land in the New Territories had been of value essentially only as a source of food, and the price of land thus reflected its subsistence value alone. But, after 1899, some land began to have development value and to be worth far more than its value as rice-land. Land developers began offering villagers huge prices for some of their land, prices which would give the villagers capital to invest in some other way of life than as rice-farmers, and villagers started to sell, no matter what the moral imperatives of the customary rules were. This began in New Kowloon in the immediate aftermath of the takeover,¹² and began to affect land along the line of the railway and the new motor-roads around the New Territories during the 1920s and 1930s. In the decades after the Japanese War, this process became more marked. From the 1960s, the Hong Kong Government began acquiring land compulsorily for New Town Development: many villagers lost all their arable land, or almost all of it, under such compulsory acquisition procedures (for, it must be said, generally extremely attractive compensation). A villager who had lost say ninety-five per cent of his arable land to New Town Development often had no compunction about selling off the remaining fragments if a developer was interested in them. Outsiders wanting to buy "small houses" also led to the customary rules being abandoned in favour of immediate and substantial profits.

Nonetheless, even up to the present, the old moral imperatives of the old Customary Law rules continue to affect village communities. Even where a village has lost most its arable land, many villagers will still refuse to sell their ancestral house, the house where their ancestors lived and died, and many will not sell the remaining patches of arable land in the immediate village area. The customary rules are also still widely observed where trust property is in question.

Rules of Inheritance

Closely connected with the traditional restraints on alienation of land were the customary rules on inheritance. If the ancestral estate was, effectively, an informal "trust" held by the current head of family from his ancestors for his descendants, it is a logical corollary to this that all his male descendants had an equal right to inherit from him. All sons, whether born from the first wife or from a concubine or adopted, had an equal right to an equal share. While there was a custom in many parts of China for the eldest son by the principal wife to receive two shares, to recognise his ritual role of sacrificing to the ancestors on behalf of all his brothers, very little sign of any such custom can be seen in the New Territories where equal division between all the sons seems universal.

In the New Territories, if a family wished to set land aside for ritual purposes, rather than giving the eldest son a double share, it was more usual for a portion to be set aside as a formal trust set up in the name of the ancestor to be worshipped, with all the male descendants being equal members of the trust and with one of their number (often, but not always, the eldest: it was often the case that the managership of the trust would rotate among the members) appointed by them as trustee or manager of the trust: to run the trust properly, to use the income from it wisely, and to present annual accounts to demonstrate this to all his brethren.

The deeds in Part 3 are mostly not concerned with inheritance, but with alienation. However, there are a number of deeds with comments which show the normal rules for inheritance. There are thus a number which show a group of brothers selling land jointly, showing that, up to the point of sale, they were holding the land by equal and undivided shares.¹³ Other deeds show land being sold by one brother who explains that the land had been left to him and his brothers in equal and undivided shares, but that the brothers had agreed an equal division and he was now selling part of his share. The critical phrase in these deeds is the statement that the vendor held his land “by way of an equal division”.¹⁴ Other deeds, which state that the vendor held his land “by way of a division” should probably also be read as implying an equal division between all the heirs.¹⁵ In all these deeds, an equal division between all the male heirs is either explicitly stated or implied, therefore.

Messer and Tsui note: “Land ... descends in the male line only. Daughters never inherit.”¹⁶ The deeds attached strongly support this statement. None of them shows any female inheriting land. Women are shown disposing of inherited land, but they are in every case, it would seem, doing so as trustee, either for an infant son¹⁷ or for land that they were holding by inheritance from a deceased husband, as a trust for their upkeep for their lives.¹⁸ Widows holding land in trust for the term of their lives like this should not have sold any part of it, since on their death it should have reverted to their husband’s next heir, but in extreme circumstances this might well have become unavoidable: Deed 93 thus dates from the time of the Japanese Occupation, when starvation was common. Women could buy land¹⁹ and could then re-sell it,²⁰ but they could not inherit it. Before marriage, women were part of their father’s household; they had the right to be maintained by it and for a suitable dowry to be gathered together for them from the moveable property belonging to it, but they could not inherit any part of the real property. Women enjoyed the income and produce of their husband’s land for his life, and could expect to enjoy part of it after his death as a trust to maintain them in their widowhood. They would be worshipped after their death by their sons and by later generations of their male

descendants, but they could not inherit any part of their own father's land, nor could their daughters inherit any of their husband's lands. That land was held in an informal "trust" from the ancestors of the paternal line for their male descendants; if a woman were to be allowed to inherit any part of it, then that part would become in due course the property of her husband and her sons and male descendants, that is, it would become part of the ancestral estate of some other surname, and so would be lost to the ancestral line of the father. No deed suggests that these rules were ever broken.

Deeds 103, 104, and 105 specifically discuss divisions of property between brothers. The great majority of divisions between brothers were achieved by way of oral agreement between the brothers after the death of their father and were not supported by any sort of written document. The division of property between Yung Sze-chiu (翁仕朝) and his brothers on the death of their father, Yung Tak-kam (翁德金), in 1909 is a case in point: the only record of this division is a note in a private notebook of Yung Sze-chiu's which lists the lots which each brother received.²¹ Written deeds of division are rare and usually suggest that the brothers were unable to agree to a division which each brother could accept as equal.

Deed 103 was probably issued after such a dispute between the brothers. This deed, issued in 1782, represents a division undertaken by the Shek Pik elders before the death of the father.²² There had been five brothers, but one had died unmarried before the date of the division. The elders, together with the father, divided the property into five equal shares, each surviving brother getting one share, and the third brother getting a further share, so that he held one share in his own name and one in the name of his deceased elder brother (the second son), to meet the costs of sacrifices at this brother's grave and ancestral tablet, until such time as a post-humous adoption to this second son could be made. This share was not handed to the eldest son, since the deceased brother was his next younger brother, and it was seen as improper for any man to mourn for his younger siblings. The deeds stress at some length that these shares were equal. There were originally five written deeds, one for each of the four sons and one which was posted up on the walls of the village, showing that the agreement and consent of the village community was seen as important. This last deed was later handed to the third son to keep. Copies of two of these deeds survive. The deeds stress, again at some length, the need for fraternal amity and virtue, hence suggesting that the brothers had quarrelled to the point where the father felt obliged to arrange a formal division before his death, and to involve the elders, so that there could be no dispute after his death. Deed 103, however, assumes that an equal share was what should be arranged: the dispute must have been as to whether the shares proposed were equal or not.

Deed 105 is another written deed of division, from Kau Wa Keng, in 1877.²³ In this case, there does not seem to have been any dispute between the three brothers. They seem to have felt that their father's estate had to be divided in such a way that the whole village community would recognise that the shares were, indeed, equal. The father's estate in each "named locality" (土名), or area of arable, was divided into three equal shares, probably under the oversight of the elders. Another share was set aside for the subsistence of the father's widow. The shares were then disposed of between the brothers by way of casting lots, named locality after named locality, under the aegis of the elders, each brother getting, by luck and the fall of the lots, one share; a very fair, but very rare, way of proceeding. The casting of the lots was witnessed by the village. In 1902, when the third son of these three died, his two sons adopted the same method of dividing their inherited property: presumably, the brothers and the village community found this method of dividing property to be above board and fair. Deed 105 is posited on the understanding that the shares must be equal: the whole point of proceeding by way of casting lots was to ensure that none of the brothers could claim bias or that any share was unequal. The deed ends by hoping that the brothers would live in fraternal harmony, each enjoying his own share of the estate, and without dispute, but this is stressed much less than the similar comments in Deed 103. In fact, the brothers amalgamated in a friendly fashion some of the areas they had received, and this was noted as an endorsement on the Deed.

Deed 104 is an attempt to controvert the division agreed by the elders at Shek Pik in the case of Deed 103 by an appeal to them. The date of this attempt may well be about 1800. In it, a man claimed that the land divided in the 1782 deed at Deed 103 was not, as claimed, the property of the deceased father, but the property of the deceased grandfather, and that his adopted father was the brother of the deceased father of Deed 103, so that he was entitled to a share of the total property. The elders do not seem to have considered the attempt well founded. However, the attempt to controvert the division is based entirely on the belief that shares must be equal, merely that there were, it claimed, more people with a right to a share than had been acknowledged by the elders in 1782.

Reasons for Disposal of Land

Almost every deed includes a reason for the sale (or mortgage) of the land in question. This is clearly inserted into the deed to answer the point that disposal of land away from the family could be justified only in extreme circumstances by

rehearsing what those extreme circumstances were. In the majority of cases, the reason given, either explicitly or implicitly, is that the family was facing starvation or feared it would be in the near future.

Among deeds which state this explicitly as the reason for selling the land, one states that the land is to be sold because they “do not have enough to eat”;²⁴ another because “this is a famine year”;²⁵ yet another because they “do not have enough”;²⁶ or because the family is “in desperate need, dying of privation and without resources”;²⁷ or because they “do not have enough for subsistence”;²⁸ or because they are “lacking food, and cannot borrow money”;²⁹ or, again, because “subsistence has become a pressing problem”.³⁰

There are two further reasons given for disposal of land which are more common than these explicit statements of imminent starvation, but both should probably be read as implying that the risk of starvation underlies them. The first is a simple statement that the vendor has no money, or little money; the second that the vendor is being pressed for taxes and has no money to meet the demand. The most common of these reasons as given is that the family is short of money. The reason is expressed in various forms, all with the same basic meaning: the family “is out of money in its great need”;³¹ or is “short of money to spend”;³² or is “short of money to spend in its great need”;³³ or is “lacking money to spend”;³⁴ or is “out of money”;³⁵ or there “is not enough to spend in the household”;³⁶ or that the family is “destitute”;³⁷ or “poor”.³⁸

As to the claim that the vendor is being pressed for taxes and has no money to meet the demand, this also appears in various forms, all of the same basic meaning.³⁹ The simple statement that the family is “being urgently pressed for taxes”⁴⁰ is common, as is the statement that the family is “being urgently pressed for taxes, and has no money to pay”;⁴¹ or has to pay “taxes and rent, but has no money”.⁴²

The question must be addressed as to whether these statements, that the family is short of money or being pressed for taxes, was a genuine reason or mere common form, put into the deed because some sort of gesture to the concept of extreme need had to be made. The exemplars⁴³ all include the statement that the land is being disposed of because the family has “little money to spend”, suggesting that it was so common as to be almost a common-form expression.⁴⁴ In one or two cases,⁴⁵ it seems, indeed, rather unlikely that the claim of destitution has any basis in fact. Elsewhere, however, as in Deeds 92 and 94 (land being disposed of during the Japanese period), it seems very likely that the claim was more real. In some deeds, two reasons are given, as in Deeds 14 (family being pressed for taxes and the year is a famine year), 26 (family is destitute and is being pressed for taxes for which

there is no money), and 28 (family is poor and is being pressed for taxes for which there is no money): in these cases, there can be little doubt that poverty and the fear of starvation were real. Probably the fear was real in most of the cases where this is given as a reason.⁴⁶

Lack of money, to the point where the family cannot rear their children, is also given as the reason the parents are selling their sons in the two deeds in Part 3 which refer to sale of children.⁴⁷

More specific reasons are given in some deeds. Some refer to land, or a house, being sold in order that other land, or another house, could be bought elsewhere, or that the vendor could realise capital to go into business.⁴⁸ All these cases are where a vendor was not at all in extreme circumstances, but can see a way of improving his estate by way of sale and purchase. In some, it is probable that the sale took place with the entire support of the vendor's clan community.⁴⁹ Another deed states that land was being sold because it was "too far away to till", and the vendors wanted to sell it in order to acquire land nearer at hand and so easier to till.⁵⁰ Here again, the deed states that this was exchange, not disposal: the ancestral estate would not be diminished, although, given the date of the deed (1943), the starvation and difficulties under the Japanese may also be involved in the affair.

A similar situation is that shown by Deed 25, where land is sold so that the vendor can raise the capital needed for him to "go into business".⁵¹

Another reason for the sale of land given in certain deeds⁵² is the pressing need to clear a debt which had been contracted. Some deeds refer to mortgages entered into in order to clear debts⁵³ or to foreclosures consequent to mortgages entered into in similar circumstances.⁵⁴

Foreclosures by outsider lenders were regarded with suspicion. Some of the foreclosures referred to above, consequent to a mortgage entered into to clear a debt, were between close clan brethren and therefore unlikely to be anything other than *bona fide*.⁵⁵ The other deeds referring to loans which were secured by land put up as collateral and where there is no record of foreclosure are mostly either between close clan brethren⁵⁶ or between fellow villagers of a single village but of different surnames,⁵⁷ and, again, they are unlikely to be anything other than *bona fide*. Only two seem to refer to a loan between a lender and a borrower who were unrelated.⁵⁸ Several of the deeds relating to loans show families desperately trying to avoid disposing of land, first of all by borrowing money, then mortgaging their land to clear the debt, and then, when circumstances remain bad, having to sell land to clear the debt or facing foreclosure on the mortgage.

There remain a number of deeds where no reasons for the transaction are given. Since it is to be expected that the deed would give the reason why the transaction was within the restraints of the Customary Land Law, showing what the extreme circumstances underlying the transaction were, these cases, where this is omitted, must be considered further. Deed 40 is an unusual transaction. The Lei Kau Yuen Tong, the *tei kwat* landholder of Lantau Island, owned an abandoned house-site on the outer edge of the island's market town and port at Tai O. The *tong* was unable to find a tenant for the house-site; following a meeting of the elders of the *tong* (the council of the *tong*), it was agreed to sell it, since there was a man who was interested in buying but not renting it. This is, therefore, urban property, and the transaction is an entirely commercial one. The restraints of the Customary Land Law were met in this case by the meeting and formal agreement to sell of the council of the *tong*.

Deed 48 is, again, an unusual case. Here, two blood brothers, each owning one house, each identical to the other, decided to exchange their houses. No reason for this is given, but one brother paid four dollars to the other to get agreement. Given the very close relationship and the manifest lack of any profit or loss in the transaction, the Customary Land Law restraints would not have applied in this case anyway, and no reason, therefore, would have existed as to why either brother should claim to be in extreme circumstances.⁵⁹

Deed 69 is an early sale of land for commercial development in the Kowloon City area. It is clearly an entirely commercial transaction, referring to the purchase of land by a land developer for construction of housing. The deed, while written on Stamp Duty paper, is quite out of line with all the other deeds in Part 3, and was clearly produced by the land developer in accordance with his ideas, not those of the villagers, as to what a deed should contain. As such, it is scarcely surprising that there is no mention of extreme circumstances. A few years after the date of this deed, any deed of this character would have been prepared by a lawyer. Deeds 70 and 75 are, similarly, sales in rather special circumstances.⁶⁰

Deeds 86, 89, and 90 all refer to absolute sales of rice-land, and Deed 93 to the absolute sale of a drying-ground and grass hut, during the years of the Japanese Occupation. While no reason for the sales are given, the starvation and desperation of those years was so absolute and so widespread that it was probably taken for granted in these deeds.

Thus, the great majority of land deeds, at all dates, include a statement as to why the vendor feels obliged to sell the property. These statements all reflect the vendor's view as to why he should be accepted as being in extremity. Most state or

imply that the vendor and his family were facing starvation and that the only way out was sale of a plot of land. Those that do not are mostly special circumstance cases, either sales of urban property or sales between close relatives, or for some other reason which it was felt unnecessary to have stated in the deed.

The Offer of First Refusal to the Close Relatives

If disposal of land was acceptable only in extreme circumstances, even then it was, as Messer and Ts'ui noted, acceptable only if the close relatives of the vendor had been offered the land first and refused it. The deeds in Part 3 again abundantly demonstrate that this was an almost universal part of any transaction involving land.

One point which needs mention is the meaning of "close relatives". Villagers in Sha Tin when discussing this point stated that "close family members" meant men descended from the paternal great-grandfather of the current head of family, and their wives and children.⁶¹ Families would keep the names of the three generations above the current head of family written out on red paper and kept on their household ancestral altar, so reflecting this same group. All the men of the speaker's own generation from such a group were "brothers" (兄弟). Villagers further away than this were "clan cousins" or "clan brethren" (堂兄弟): still relatives but outside the immediate family. It seems likely that rules of a similar character were used in other villages as well and that "close family relatives" were generally or widely those with a common great-grandfather to the speaker's head of family. The deeds from Wu Kau Tang certainly seem to reflect a distinction very similar to this. Where the deeds state that the close family members of the vendor had been offered the land but had not been able to find the sums required, it is this sort of size of group which is probably normally being considered.

In the great majority of deeds, there is a sentence noting that the close family members had been offered the land but had been unable to take the offer up. This sentence comes in two phrases: the first refers to the offer and the second to the response. Both parts are found in a variety of similar wordings. The wordings of the first part are probably all to be read in the same way, that is, that all the close family members have been offered the land,⁶² but the wordings of the second part vary slightly, some stating that the relatives had no interest in taking the land on, or else that they had no money to take it on.⁶³

All the deeds, without exception, start the first phrase with the characters 先招, with the meaning that the invitation to the close relatives came before everything else. Since every deed uses this form of words, it must be treated as significant. The

statement makes it explicit that the close relatives were invited to offer for the land before any moves towards selling it to an outsider were made. Only when these invitations were rejected did the vendor seek an outside buyer.

It is equally specific in the deeds that the invitations, the offers of first refusal, went to the close relatives, at least in the first instance. This is quite explicit in Deed 15: (invitations given to the “elder brother and the younger uncle and cousins”), Deed 44 (invitations sent to the “cousins and immediate relatives”), and Deed 47 (invitations sent to the “immediate relatives”), but is implied in almost all the others by the use of the character 房, “branch”, as opposed to the wider clan community (族), especially in the very common wording 先招房親人等.⁶⁴ This suggests that the character 親, “relative”, given its usage in these deeds, was seen as having the primary meaning “close relative”. Some of the deeds have both the characters 房 and 族 or use just 族, but it seems most probable that, in all these cases as with the others, it was the close relatives who were given first refusal. However, the character 等, “and the rest”, which appears in many of the wordings, suggests that, after the close relatives had been formally offered first refusal, the wider clan community was also given an opportunity to make an offer for the land. Indeed, as discussed below, it would seem that the wider clan community could object to any transaction: if a distant clan cousin wanted to buy the land, the clan community would doubtless have objected to any sale to an outsider and insisted that the fellow villager get the land, so long as the appropriate sum was offered. Deed 98 adds that invitations were sent to the “neighbours” (鄰) as well as the close relatives: this is unusual and may be because the deed is a very late one (1954).

As to the second phrase of this clause, this also appears in a variety of wordings, but all seem to say that the close relatives could either not afford to buy or were not interested in buying. The only point which needs notice in these various forms of the second phrase is that almost all of them start with the emphatic characters 各 or 俱 or both, implying that all of those eligible to be offered first refusal had indeed been so offered it; the few deeds which do not start with these characters clearly carry the same implication. Clearly, not only did the close relatives have the right of first refusal, but the deeds show that the vendor also had to be able to show that all of them had decided not to exercise that right before he could go on to sell in the open market.

There are a number of deeds where this clause is omitted. In the majority of cases, these are deeds where the right of first refusal was in fact taken up by a close relative, so the clause would clearly be inappropriate. In many villages, such transactions between close relatives were concluded orally, but where the village

tradition was that such transactions should be covered by a deed, then this clause would be omitted from the deed.⁶⁵

Origins of the Vendor's Title

The deeds are usually explicit as to how the vendor came by the land he is now selling or mortgaging. This is to make it clear where the vendor was selling land which he had himself bought at an earlier date or which he himself had opened from the waste using his own labour and capital (on both of which types of land the restraints which the Customary Land Law placed on alienation of land were much less severe), or which the vendor had inherited from his father or some other close relation, as opposed to land which had descended from more distant ancestors (in most such circumstances, the vendor was selling in the immediate aftermath of the death of the father or the other close relative, since this also was less restrained under the Customary Land Law than land inherited from distant ancestors).

Several deeds thus specify that the land being sold had previously been bought by the vendor⁶⁶ indicating that the property was entirely at the vendor's free disposal: the exemplar at Deed 112 similarly includes this as a possible phrase, Deed 53 also specifies that the land now being sold had previously been bought (by the grandfather): both the original sale and this sale were redeemable sales. Deed 97 specifies that the land had been opened from the waste by the vendor as arable land: Deed 64 is probably to be read in the same way. Deed 68 carefully specifies that, of the three pieces of land being sold, two were "newly opened".

Several deeds specify that the land was inherited from a deceased father or some other very close relative, rather than any more distant ancestor.⁶⁷ Deed 98 states that the land was inherited from the vendor's adoptive father. Deeds 51 and 65 speak of land inherited from the elder brother of the father (the vendor's uncle): Deed 51 specifies that the uncle had, in addition, been the vendor's adoptive father. Deed 82 speaks of land inherited from a brother by blood. Deed 75 says the land was inherited from a clan cousin, and Deed 100 that it was inherited from a close friend. In all cases, it is likely that the sale was undertaken immediately after the vendor had inherited the land on the death of the relative from whom he had inherited it.

In a number of deeds, the land is spoken of as being held by a group of brothers in equal and undivided shares following the father's death, or else that it had been "divided equally among the brothers". Other deeds which speak of inheritance "by way of a division" should probably be read in the same way. Deed 91 is probably another similar case. In all these deeds, we are clearly hearing of land divided

between the heirs on the death of a father, with one brother thereupon selling out his share or part of it. Deeds 7 and 42 are of a similar character: in Deed 7, the land is being divided on the death of the vendor's grandfather, between the vendor (whose father must have predeceased the grandfather) and his brothers, uncles, and cousins; whereas, in the case of Deed 42, the vendor, on the death of his grandfather, was the sole heir of his grandfather and uncles.

Deed 87, which is a sale by a group of cousins who were "the descendants of the Ancestor Cheung Ting-fan"; Deed 56, which speaks of land which "the Ancestor Tsz-lun left"; Deed 89, which speaks of land "belonging to the Tsap Shin Tong Ancestor"; and Deed 91, which speaks of land "inherited from the Wing Lei Ancestor by division" should all be read in the same way: the named ancestors are probably in each case the vendor's grandfather or other very close relation.

In all these cases, the deeds are thus clearly stating that the vendor was selling land where the restraints on alienation of the Customary Land Law were weaker than would be the case for land inherited from many generations of ancestors.

There are some deeds which make no statement about the origins of the vendor's title. In most cases the reasons are clear. Thus Deeds 25 and 49 refer to land transfers between full brothers by blood, where the origins of title would be identical in the case of both brothers and would not need to be expressed. Deed 73 refers to the transfer of a licensed Forestry Lot in 1927: since these licensed Forestry Lots had been established and issued by the Hong Kong Government only a few years previously,⁶⁸ there could be no question as to whether the ownership of them had been inherited or not. Deed 74 refers to the transfer of a pineapple plantation in Tsuen Wan: this was clearly a commercial investment, land far away from the native village of the vendor, who was probably a recent immigrant to the area. Where a villager sought to borrow money, putting up land as collateral, then the deed might well make no mention of the borrower's root of title in the land so put up as collateral, particularly where the money was borrowed from a close relative (see Deed 81). Where land put up as collateral was foreclosed, however, then the deed of foreclosure would be likely to state the root of the vendor's title (for instance, Deed 63).

The most frequent statement as to the root of the title, however, is the statement that the land was "inherited from the paternal grandfather".⁶⁹ It is used in all the exemplars except those for the loan of cash.⁷⁰ In some cases, it seems likely that this statement should be read as indeed implying that land had been inherited from the vendor's paternal grandfather.⁷¹ In these cases, it is likely that the vendor was the grandfather's immediate heir (the father having died before the grandfather), and

the implication would then be the same as for land inherited from a father, that is, the land was not inherited from a distant ancestor. This may well also be the implication of the statement in Deed 77, where it states that the land had been inherited “from his own grandfather”. For most of the rest of these deeds, however, it seems that this statement should be read as being a common-form phrase, meaning little more than “inherited from the forefathers”. The basic meaning should probably be taken as implying that the land had passed by inheritance at least twice, and that the close family members therefore had a collateral interest in it. Other deeds include the statements “inherited from the ancestors”,⁷² or merely “inherited”.⁷³ These should probably also be read as common-form phrases in many cases, variations of the “inherited from the grandfather” phrase, but not all: some deeds of this type seem to refer to land which had not been long in the family. Certainly, Deed 38 (the sale of a quarry) is very unlikely to refer to any long series of inheritances: this deed almost certainly marks the sale of the quarry on the death of the vendor’s father, who was the first holder of it from the family.

6

The Next Heir

Involvement of the Next Heir in the Transaction

The Customary Land Law imposed restraints on the free sale of land because the land inherited from the ancestors was seen as being, in effect, an informal “trust” set up by the ancestors for the descendants, with the current head of family being seen, to a large extent, merely as the holder for the time being of the ancestral estate. Sale of land out of the clan would thus impoverish the descendants, and was a matter of shame to the seller and to the clan at large. Since the land was usually held by the family under oral perpetual tenancies from the ancestral or communal trust, all the other clan brethren or villagers had a collateral interest in the land. It was to a large extent this collateral interest which made it obligatory for a villager wishing to sell land to offer it first to his close relatives, only proceeding to sale to an outsider if the close relatives were unable or unwilling to buy it.

However, if the wider clan or village community had a collateral interest in the land, the next heir of the vendor or mortgagor had an even stronger interest in it. If a villager sold or mortgaged land, his clan was in theory impoverished, but the next heir was much more immediately and absolutely impoverished. The next heir was the man or men who would have inherited the land if the vendor had died with the land unsold. If a man was married and had a son or several sons, then the sons were the next heirs. If he had no sons, then his brothers were the next heirs or, failing brothers then his paternal male cousins. His wife also had an immediate interest in the land: if widowed, she could expect to be supported for her life from her ex-husband’s land,¹ and, if her husband died when her sons were still minors, she could expect to be the trustee of their lands until they reached the age of majority.² In some circumstances, the vendor’s mother had an interest as next heir as well.

In these circumstances, the Customary Land Law considered it desirable, and purchasers of land usually demanded, not only that the close relatives had been duly offered the land and rejected the chance to buy it, but also that the next heir had formally and publicly consented to the sale.³ There is no trace in the actual day-to-day operations of the Customary Land Law of any belief that the owner of land had an unfettered right to dispose of land as he saw fit, even if this meant disappointing his heirs: the Customary Land Law clearly took the opposite line, that the next heir had an absolute right to inherit an undiminished ancestral estate unless extreme circumstances forced a sale on the current head of household. If the next heir was not involved in some way in the land transaction initiated by the current head of household, then he might, on the death of the vendor, claim that the transfer was fraudulent or improper, that the vendor ought not to have alienated the land, and that he should be allowed to redeem the sale by offering back to the purchaser the sum paid to the vendor for the transaction. This was a real problem for a purchaser or mortgagee: the deeds usually show that the next heir had indeed publicly and formally consented to the sale and so could not easily try to re-open the case at a later date. The deeds do not have any fixed form of words to show the involvement of the next heir in the transaction, but there are few deeds which do not state that the next heir consented.

Within the deed, the consent of the next heir is shown in various ways. One is the presence within the deed of a clause showing that the sale was agreed to by a family council and that the family council agreed that alienation was the only way for the family's survival: it was not a whim. The next heir would normally be, and often specifically was, part of such a family council, so agreeing to the transaction. The deeds also occasionally mention the next heir as joining with the vendor in the sale as co-vendor. The heirs are often included among the witnesses to the deed. Finally, the deed usually contains a clause stating that the vendor cannot, after the date of the deed (which the vendor usually signs or marks in his own hand, to signify his consent to it), re-open discussions or try to raise the price paid to him or reduce the area of land transferred, to interfere with the transfer or (in the case of absolute sales) try to redeem the sale. The next heir is often associated with the vendor in this clause.

Thus, Deed 7 refers to land divided, presumably on the death of the grandfather, between his sons and grandsons. Two of the grandsons decided to sell out. There is no mention in the deed of any sons or wives of the two who were selling, and it is likely that they were still unmarried. The next heirs, therefore, were their brothers, uncles, and cousins. The deed mentions a family council, although only the

brothers (or brothers and cousins) are mentioned as taking part in it. A sentence is added to the deed to state that the elder and younger brothers, uncles, and cousins may not hinder the sale nor cause trouble about the price. Finally, the next heirs (two uncles, one younger brother, and one older brother), are given as witnesses to the deed, thus making a public statement of their consent. Deed 52, which states that the “elder and younger brothers, cousins, and uncles” may not cause trouble, is very similar. Witnesses to customary deeds are witnesses to the transaction, not to the signature only. They often add one or more characters to the deed to state that they consider the transaction fair and reasonable: if the next heir or heirs witness and add confirmatory characters to this effect (as at Deed 14), then this would be a public statement of consent.

In Deed 15, the vendor is Lee Kwok-kan, but his son, the next heir, To-fai, was associated with him in the sale as co-vendor. Since no son could be the owner of inherited ancestral land while his father was still alive, the presence of the son as co-vendor is, almost certainly, due to the desire to associate the next heir with the sale, even though the next heir had only a future interest in it.⁴ The two, father and son, are spoken of as holding a family council together. The land was offered in the first place to the “elder brother, uncles and nephews”. Furthermore, the middleman and witnesses are, clearly, all very closely related to the vendor (the middleman, Kwok-sau, was probably Kwok-kan’s brother; the witnesses, Kwok-yuen and Kwok-ko, are probably his other brothers or cousins, while the writer of the deed, To-lam, is probably his nephew: these are probably the “elder brother, uncles and nephews” who were given the right of first refusal). The witnesses all subscribe in their own hand the characters 公心 (“equitable”) against their names.

A number of other deeds similarly make the son co-vendor with the father, in at least one clause of the deed.⁵ In Deeds 43 and 69, the purchaser handed the purchase money over, either to the vendor and his son jointly (Deed 43) or to the sons of the two vendors only (Deed 69). Several deeds make the wife co-vendor with her husband, probably because there was an infant son; the wife as possible future trustee for the son is thus committed to the transaction, and the son through her.⁶ Deed 72 is issued in the name of three brothers or cousins who held the land jointly, but in the final clause their sons are added as co-vendors.

Where trust property was concerned, the consent of all the members of the trust was required. Deed 44 is the sale to an individual by an ancestral trust (the Chan Yi Ka Tong, 陳貽嘉堂) of a shop which was part of the *tong*’s property. This ancestral trust was a family trust: the members at the time of the sale seem to be all descended from a common grandfather, who was, presumably, the ancestor after

whom the trust was named. The deed stresses that all the members of the trust met in council and agreed to the sale and that the money was handed over to all the members of the trust jointly. In this case, however, none of the members of the trust are included as witnesses.

Deed 90 is another deed by which a trust disposes of property – in this case, it is a communal trust into which various villagers had clubbed together to buy some land, the income from which went towards the annual expenses of the worship of the village earth-gods (伯公會). This trust decided to wind itself up and sell off its land to distribute the proceeds among the members, during the famine years under the Japanese. Here, all the members of the trust met together and agreed to take this step.

In a number of deeds, the next heir or heirs signed the deed as either middleman and/or witness.⁷ In some, the middleman or witnesses are very close relatives and are probably the next heirs, but without the exact relationship being specified in the deed.⁸ In most cases, the middleman and witnesses sign or mark the deed in their own handwriting to signify their consent often adding confirmatory characters to signify their conviction that the transaction was equitable.

As frequently, the deed mentions the next heir as taking part in the family council and agreeing that sale was inevitable and unavoidable. Such family councils mention the wife's consent,⁹ the mother's consent,¹⁰ the consent of the sons,¹¹ or occasionally the consent of some more distant relative.¹² In some deeds, the members of the family council are given as all the close relatives.¹³

As for the clause stipulating that the vendor cannot, after the date of the deed, try to re-open negotiations or cause trouble for the purchaser, this appears in many different wordings in the deeds, all giving much the same meaning. The next heir is very commonly added after the vendor in this clause. If the next heir is specifically shown in the clause relating to the family council as having taken part there, then it is particularly likely that he will also appear in the clause relating to attempts to re-open negotiations.

A number of deeds include only a rather vague clause to the effect that, after the date of the deed, "there can be no repenting or trouble-making",¹⁴ or else state that there can be no subsequent adjustment to the price, no reduction in the area alienated, and no redemption, in various wordings.¹⁵ Other deeds specifically state that the vendor or mortgagor cannot cause trouble after the date of the deed, and many of these add that the next heir cannot cause trouble, either.¹⁶

It is clear that differing village practices is in part the reason for the differences in the form of this clause. Deeds from Shek Pik and Pui O usually have the simple

“there can be no repenting or trouble-making” form of the clause, whereas deeds from the north-eastern part of the New Territories (Wu Kau Tang and Hoi Ha) are much more likely to specify the next heir in the clause. Nonetheless, despite possible regional variations, throughout the New Territories area, writers of deeds were manifestly determined to write into the deed as clearly as possible that not only had the close relatives been offered the land and turned the offer down, but that the next heir had consented to the transaction.¹⁷

Attempts to Re-negotiate or Redeem a Transaction by the Next Heir

The reason for these attempts to involve the next heir in the transaction was the perceived serious risk that the next heir would try to re-open the case after the principal's death and demand to be allowed to redeem the sale. Alongside the clauses mentioning the next heir, the deeds of absolute sale also stress very strongly that the transaction is indeed absolute, and that there can never be any redemption. Nonetheless, despite all the clear words in the deeds, the next heirs did indeed on occasion try to re-open cases of absolute sale, seeking to redeem the sale by returning the purchase price to the purchaser.

Villagers tended to feel that alienation of land was so serious a matter that, if the seller's family circumstances improved over time after the sale, then the purchaser should be prepared to have the sale redeemed, and to return the land to the original landowner on being paid back the purchase price, no matter what the deed of purchase actually said.¹⁸ Messer and Tsui, as noted above, state that the great majority of sales of land in the richer villages of the north and west of the New Territories were cast in the form of oral mortgages, by which the purchaser took over the land, but where the vendor, after a certain period of time, could redeem the sale by offering the purchaser his purchase price back. This sort of mortgage is perhaps better called a “redeemable sale”, and is discussed further in Chapter 8 below. In the somewhat poorer villages, vendors found it more difficult to find purchasers willing to venture their money on redeemable sales: purchasers in these villages tended to demand the greater security of an absolute sale and a deed. Village public opinion, however, tended to support families trying to buy back land previously alienated, no matter what the deeds of sale stated.

In the deeds in Part 3, there are at least two cases where the next heir succeeded in redeeming an absolute sale in this way. Deeds 32 and 33 (1866 and 1871) describe such a redemption. These two deeds have to be read together, as they both include elements of legal fiction. Neither gives the whole facts.¹⁹ The history of the

land in question seems to be that at some date, probably close to 1860, three villagers of Shek Pik, Chi Yam-sau, Tsui Tsin-leung, and Cheung Hing-kwong (池千壽, 徐展亮, 張慶廣) sold land by way of an absolute sale to another Shek Pik villager, the grandfather of Tai Shing-tat (戴成達), probably for sixty dollars. In due course the grandfather of Tai Shing-tat died: Tai Shing-tat and his younger brother inherited the land, their father, presumably, having died before the grandfather. The younger brother went into business, borrowing money to provide the capital for his business. He died young, however, leaving an infant son. Tai Shing-tat became the trustee for the child. As such, he had to clear his younger brother's debt. Tai Shing-tat decided to sell the land his grandfather had bought from the three villagers to provide the money to clear this debt. This was doubtless because this land, as recently purchased land and not inherited land, was subject to fewer restrictions on sale. He sold the land to another Shek Pik villager, Yip Lin-fat (葉連發), for seventy-five dollars.

Deed 32 records this absolute sale to Yip Lin-fat. The deed states that the sale is absolute in the initial and final clauses. Tai Shing-tat and his infant nephew held a family council and agreed that the sale of land was the only way they could clear the debt left by the minor child's deceased father. The deed goes on to say that the transaction was a "clear case of sale and purchase". It adds that "hereafter there can be no raising of the price, nor any redemption" and ends that there can be no troublemaking hereafter. A "clan brother" of the same generation as Tai Shing-tat signed as witness and wrote in his own handwriting "entirely appropriate". The deed, therefore, is as clear as possible that the sale was absolute and that the infant child was committed to the transaction. The deed describes the land as "inherited from the paternal grandfather", which, in this case, should be taken at its full apparent meaning.

Yip Lin-fat enjoyed the land for five years. In 1871, however, Chi Yam-sau, Tsui Tsin-leung, and Cheung Hing-kwong having by then died, the next heirs of Chi Yam-sau and Cheung Hing-kwong, Chi Hing-tsin and Cheung Chan-cheung (池興千, 張贊昌) came forward to demand that they be allowed to redeem the sale from their fathers to the grandfather of Tai Shing-tat. Despite the fact that the land had passed in the meantime by inheritance to Tai Shing-tat and his brother, and then by open and absolute sale from Tai Shing-tat to Yip Lin-fat, village public opinion clearly supported Chi Hing-tsin and Cheung Chan-cheung in this bid: Yip Lin-fat was forced to surrender the land back to the two families.²⁰ What is more, he was forced to accept sixty dollars for the land, the probable original purchase price paid by the grandfather of Tai Shing-tat, not the seventy-five dollars he himself had paid

to Tai Shing-tat. Deed 33 is the deed of absolute sale from Yip Lin-fat to Chi Hing-tsin, on behalf of himself and Cheung Chan-cheung.

Deed 33, the deed for the sale from Yip Lin-fat to Chi Hing-tsin and Cheung Chan-cheung, is another deed of absolute sale. It states that the sale is absolute in the initial and final clauses. Yip Lin-fat is stated to have held a family council with his son, his next heir. The deed goes on to say that the transaction was absolute and that there could not be thereafter any redemption. It adds finally that the transaction was a "clear case of sale and purchase". This is again a clearly worded deed of absolute sale, with the consent of the next heir mentioned and a ban on future redemption. Yip Lin-fat states in the deed that he was impelled to sell by poverty, but this can, in this case, be taken as a common-form expression: he was in fact, without much doubt, being impelled to sell by the force of public opinion.

We thus have clearly worded deeds of absolute sale, with the land, after the purchase, passing by inheritance and sale, with the possibility of redemption ruled out at all dates, but, nonetheless, at the end, redemption was agreed and took place. This shows why the customary deeds took such care to involve the next heirs in alienation of land: there was a very real risk that the next heirs would indeed try to re-open the transaction.

Deeds 84 and 95 probably disclose another similar case. In Deed 84, Lau Kwok-wing (劉國永) sold hill-paddy he had inherited from his deceased father at Kot Cheung (薹場), a recently opened area of poor land near Sai Kung Market (西貢墟). It was probably his father who had opened this land: it was not inherited land and therefore could be sold without the restraints of the Customary Law. The deed states emphatically that Lau Kwok-wing had no power of redemption and that the sale was absolute. There is no specific mention of the next heir in the deed, but Lau Kwok-wing (劉國榮), who was probably the vendor's brother or cousin, and the next heir, is one of the witnesses. This sale took place in 1942, in the famine of the Japanese Occupation: the vendor's assertion that he was selling because he had no money in his household is doubtless accurate. The purchaser was M. Tsui Yuet-mui (徐月妹), of Sai Kung Market, and the purchase price was \$135.²¹

Deed 95, of 1947, is a sale of this land from M. Tsui Yuet-mui to M. Lau Wong (劉王氏), who was probably Lau Kwok-wing's widow. The deed states that M. Tsui is selling because of poverty and that she had offered the land first of all to her close relatives: in this case, both assertions can be considered common-form statements. Once again, the force of local public opinion can be safely assumed to underlie the transaction. The deed states that the sale is absolute and that M. Tsui could not hereafter redeem it. The price, despite the sharp increase in the value of

land in the immediate post-war period, was \$135, the purchase price originally paid by M. Tsui. That this was probably a redemption is shown by the fact that the middleman, usually appointed by the vendor, was in this case a Lau, presumably a connection of the purchaser. Here again, therefore, we have an absolute sale without the possibility of redemption being redeemed despite the words of the deeds. Further, as in the Shek Pik case, the redemption was achieved by giving back the original purchase price, despite the fact that that meant that the original purchaser lost out.²²

Thus, the fear of the purchasers that, unless the next heir was involved in the transaction he might later on seek to redeem the sale, has a good deal of reason behind it: such redemptions did take place, in the teeth of the deeds. By involving the next heir as strongly as possible with the transaction, such redemption would have been made less likely, but, clearly, no matter how strongly worded the deeds were, redemption of absolute sales did occasionally take place.

The Middleman and the Role of the Community in Land Transactions

The Middleman

Almost all the deeds transcribed in Part 3 of this book show that the transaction which underlay the deed was undertaken with a middleman (作中人). The deeds do not discuss the role of the middleman in any detail, but there are sufficient hints scattered through them to make his duties clear.

Effectively, the only transactions which routinely did not require a middleman were either those involving very close relatives,¹ or else were loans of cash, which clearly did not require a middleman under the Customary Land Law, even if land was put up as collateral for the loan. In the case of a loan, the deeds usually state that the borrower "himself went" to the lender to seek assistance.² Although these types of transaction clearly did not generally require middlemen, a few deeds relating to loans³ and some deeds for transactions between close relatives still used middlemen, probably because of differing traditions between village and village.⁴ Redeemable sales and foreclosures usually required middlemen.⁵ Otherwise, almost the only deeds of sale without middlemen are deeds relating to sales of hillslopes (fuel-bearing hills or pineapple plantations) and squatter huts in Tsuen Wan or the urban area, dating from 1936 or later.⁶ By 1936, Tsuen Wan was already on the edge of the City, and perhaps in this area and in the City, at this date and later, for plots of land only recently opened, like these, or squatter huts, the Customary Land Law was not being followed in its entirety.

It is widely assumed that the middleman was a mere facilitator or introducer, introducing potential purchasers to men desiring to sell, and that the main aim of the middleman was to avoid the vendor having to face embarrassment by offering his land and having the offer rejected by potential purchasers; in short, that the middleman was there to keep vendor and purchaser apart until an agreement had

been made, to avoid either party losing face by having their proffer rejected. The deeds make it clear that this is entirely inadequate as an explanation of the role of the middleman.⁷

The deeds strongly suggest that the essential role of the middleman was to represent the interests of the community in any land transaction and to ensure fairness between the parties. Thus, the deeds make it clear that negotiations on the purchase price of any land sold did not involve only vendor and purchaser: unless the middleman was prepared to certify the sum as fair, the deal could not be struck. Money paid out by the purchaser was not handed over to the vendor, but to the middleman, who had to check it as being a full and fair payment: it was the middleman who handed the sum to the vendor.

The middleman had to explain the sale to the community of the village, showing how the requirements of the Customary Land Law had been met in the transaction in question. It was the middleman who orchestrated the rituals of the actual transfer of land. Finally, it was the middleman who had to warrant the sale to the purchaser. The middleman checked the draft deed (he had to sign it or place his mark on it to certify that it was acceptable). He had to check that the statements in the deed referring to the absence of fraud and the nature of the vendor's title were true. He also had to check the statements about the family council, the agreement of the next heir, the offer of first refusal to the close relatives, their statement that they were not interested in acquiring it, and the statement that sale was indeed the only way out for the vendor's family, and he had to be able to demonstrate that all these were *bona fide* to the village community and the purchaser. The middleman had to check that the land being sold was the vendor's own, and that no one else had any immediate interest in it (that there were, for instance, no outstanding mortgages or other encumbrances on the land, and that the land was not trust property or land where the vendor had only a part-share of the ownership). He had to be willing to guarantee to the purchaser that the transaction was, indeed, fair.

Almost all the land transactions in the deeds in Part 3 were between men who knew each other intimately. Thus, almost all the deeds from Shek Pik were between village brethren, that is, villagers of different surnames, but living together in the same village: many would have been between men who, while not related through their paternal line, were related, more or less closely, through their mothers. Most of those from Wu Kau Tang are between clan brethren of the Lei (李) clan, the dominant clan of that village. Most of those from Hoi Ha are between village brethren from the tiny communities of Hoi Ha and Pak Sha O. The Pui O Deeds are similarly almost all transactions between village brethren of that village cluster.

Shek Pik was a village with 198 males in 1911, probably representing about eighty families; there were 165 males in Wu Kau Tang, probably representing about 100 families; Hoi Ha and Pak Sha O and the small villages near them had between them no more than 140 males, representing at best about sixty-five families; and Pui O with Shap Long had 150 males, representing perhaps eighty families.⁸ In each case, the vendor would have known the purchaser intimately, from childhood upwards. The only transaction involving a true outsider in all these deeds is that involving a Pui O villager and a shop on Cheung Chau (Deed 52). But even here, the vendor and the purchaser probably knew each other's circumstances, given that Cheung Chau was the market for Pui O, with numbers of Pui O villagers operating shops there. Other deeds, from other villages, are almost all of a similar character.

Where vendor and purchaser lived together in one small community like this, there would have been no need for middlemen if the main aim of having one was merely to bring together potential vendors and purchasers. Anyone thinking of selling would have known immediately who in their community was likely to be interested in buying. Indeed, the deeds strongly suggest that the middleman did not facilitate the sale at all. None of the deeds thus suggest that the middleman was appointed to find a purchaser: most suggest that the middleman was appointed to process a sale with a purchaser already named by the vendor and known to the vendor as likely to be interested. Most of the deeds thus state that the middleman was "invited to offer" the land to a named purchaser, although the exact form of words differs slightly from deed to deed.⁹

The middleman was thus not a broker or facilitator but a processor, whose job was to ensure that everything customarily necessary for a sale was duly carried out. Only in the case of the sale of children (Deed 118) and in one very late deed for the sale of a squatter hut (Deed 100, of 1973) do we hear of an "introducer" (介紹).¹⁰

This role for the middleman is, in fact, what is to be expected. If villagers could "go themselves" to ask a village brother or outsider to lend them money, they could just as easily have gone themselves to a village brother or outsider to ask if he was interested in buying land, and the late deeds (after 1936) show villagers doing just that. In fact, all sales of land involved villagers in the first instance "going themselves" to their close relatives to offer them the land: it was only after the close relatives turned down this offer and the land was to be put out to open sale outside the close family that a middleman was appointed. The task of the middleman was thus only to process a sale where the sale was outside the close family. Neither does avoidance of loss of face ring true as a reason for use of a middleman. Selling land was, in any case, a matter of shame; no middleman was going to stop this.

The middleman was there to process the sale and to ensure that everything needing doing was done, so that he could justify all this to the village community.

The role and duties of the middleman are discussed in greater detail below. However, it is worth first saying a few words on the appointment of middlemen. Every deed relating to a transaction involving a middleman says the same thing: the middleman was appointed by the vendor, but only after the family council had been held, after the close relatives had been offered the land on first refusal, and after the close relatives had indicated that they were not interested in making an offer for it. Up to that point, all action had to be taken by the vendor himself in person. The middleman was often a very close relative of the vendor, either the next heir or the next but one, or at least some other relative – usually, however, he was a man of some standing in the community. The middleman was, in most cases, not a neutral observer, but someone close to the vendor and well aware of the vendor's circumstances. The deeds show clearly that vendors did not usually appoint their village elders or some respected village scholar as middleman, but almost always a very close relative. Nonetheless, despite this, the crucial role of the middleman was to ensure fairness and to hold the ring between vendor and purchaser. It is probable that, to function effectively, the middleman required particularly close knowledge of the vendor's circumstances, thus making a close relative the best choice.

In the first instance, the role of the middleman was to discuss the sale with the purchaser and get initial agreement to a purchase price. To do this, he would need to be entirely clear as to what the vendor had done before the appointment of the middleman, since he would have to convince the purchaser that the sale was *bona fide* and that all the requirements of the Customary Land Law had been met, that the family council had been held, the next heir had agreed, the close relatives had declined to buy the land, and that the family was in extreme circumstances such that sale of the land was inevitable and unavoidable. No one would consent to purchase until they were satisfied as to these points.

The next major duty of the middleman was to arrange a date for the transfer to take place. This would have involved consultation of the Almanac to choose a lucky day and time; possibly, for major transactions, a professional fortune-teller was also consulted. Usually, consultation of the Almanac would be sufficient, since the Almanac is careful to note all those days which are auspicious for transferring landownership. On the day of transfer, a number of rituals took place, which the middleman had to supervise.

The middleman was sometimes paid a fee for his services. This fee appears only once in the deeds in Part 3 (at Deed 54). There, a sum of 1,110 cash is mentioned as

the “middleman’s fee” (中人錢). The land alienated by Deed 54 was sold by way of a redeemable sale for \$120. \$120 is 120,000 cash, so the middleman’s fee was, on this occasion, 0.925% of the sale price. The fee was, presumably, paid by the vendor out of the purchase price received by him.¹¹

The Rituals of Land Alienation

Witnesses

As was normal in pre-modern societies, the actual transfer of land required certain public rituals to be undertaken. The aim of these was to involve the community in the transaction, and to ensure that the community at large felt that the transaction had been properly handled, was *bona fide*, and fair to all parties.

Village elders say that land should only be transferred at the end of the harvest, before the new crop was sown in the land. Crops in the ground at the date of sale were the property of the vendor and transfer of the land to the purchaser’s hands had to wait until the vendor had had a reasonable opportunity of harvesting his property (where there were trees standing on the land or on the baulks between the fields, it was usual to specify if they were included in the sale). The lucky date chosen as the date of transfer would be one which recognised this right of the vendor to care for and harvest his crop in the land he had sold.

The middleman, after consulting the Almanac to choose suitable days for the transfer of ownership, would have got a date agreed by both vendor and purchaser. Before that date, the formal witnesses would have to be chosen. Every land transaction required there to be a certain number of formal witnesses, who would not only be present at the transfer but who would also sign the deed.¹² After the transfer, these formal witnesses could, if disputes arose, be called on to give their testimony as to what they had seen and heard at the transfer ceremony. The middleman was invariably the chief formal witness. The deeds name between one and nine witnesses (including the middleman), although it is likely that there were normally a dozen or more people present, since the actual transfer had to take place in the open air, with all parties actually standing on or alongside the land to be transferred. The transfer had to be open to the public: the village community was expected to be present at it.

The second most important of the formal witnesses after the middleman was the deed writer (代筆人, or 的筆). It was the purchaser who was responsible for having the deed prepared; the deed was subsequently kept in the purchaser’s household. It

was possible to transfer land orally, and, as Messer and Tsui note, this was normal in the rich villages of the west and north-west of the New Territories. Where deeds were prepared, this was always stated as being because “a verbal agreement has no force” and hence the deed was “issued as a record” (this phrase is found, in slightly different wordings, in almost every deed).¹³ deeds from Pui O often add the note that this was because “today, men’s hearts are difficult to trust”.¹⁴ In other words, the deed was issued for the protection of the purchaser. At the very least, an oral transfer of land which was being sold absolutely would have been problematic for the purchaser: it would have been altogether too easy for the vendor or next heir subsequently to claim that the sale was redeemable, if there was no written record, particularly if the next heir made the claim after the death of the major formal witnesses. Similarly, any oral mortgage would have left things wide open for the vendor to claim that especially favourable terms had been included. The public rituals of transfer were designed (at least in part) to avoid such underhand actions, but a written deed would protect the purchaser even more. The purchaser, therefore, was required to appoint a deed writer, usually some respected village scholar, if he chose to protect himself with a written deed. For obvious reasons, few vendors would accept a deed written by the purchaser himself.¹⁵ It should be remembered that there were no professional writers or lawyers available to villagers in this period. The deed writer was usually a neutral party in the transfer, but where relations between vendor and purchaser were especially amicable, the purchaser might appoint a connection of the vendor’s: in some deeds, the purchaser actually appointed the middleman as deed writer.¹⁶ The presence of the deed writer as a formal witness is very commonly seen, and was probably invariable: even where the deed writer is not specifically noted as being present at the transfer, he nonetheless was doubtless there.¹⁷

The deed writer was, like the middleman, paid for his services, at least occasionally. This fee is mentioned in Deeds 54 and 56. In Deed 54, a flat fee (銀風) of probably forty cents (400 cash) is stated to have been paid, plus 448 cash (申銀). The fee paid on this occasion equals 0.706% of the purchase price (\$120, or 120,000 cash).¹⁸ In Deed 56, the fee is given as 10 cents (100 cash) on a purchase price of 15,000 cash (0.66%). This fee would presumably have been paid by the purchaser over and above the purchase price paid to the vendor.

A third formal witness who appears quite frequently is a man appointed to “check the deed” (見字, or 見數).¹⁹ Since the deed writer was appointed by the purchaser, there was always the risk of collusion between him and the purchaser, such that the deed might have slipped into it clauses to the detriment of the vendor.

This was a particular risk if the vendor was illiterate. Appointment of a literate relative by the vendor to check the deed to ensure that this had not happened was the obvious response to this threat.

The other formal witnesses are usually described as being “present at the scene” (在場): in some late deeds as “viewing the evidence” (見証, or 在場見証人). Many of them are specifically described as witnessing the handing over of the money (見交銀), or as witnessing the writing or the handing over of the deed (見交銀契, or 見交銀立契, or 見賣立契: all from Deed 7, but with many other deeds with similar wordings). The most frequent description is that the witness witnessed the handover of the money: some deeds have as many as four witnesses described as doing this. Where the formal witnesses are merely named or described as being “present at the scene” (在場), their prime role was probably always to witness these critically important handovers.

There is often a formal witness who was not a close relative of the vendor, often, indeed, not of his surname or clan at all. This often, probably usually, would have been one of the village elders of the vendor’s village. He would have been present to represent the community at large in the transaction, to ensure that the transaction was fair and *bona fide*, both to the vendor and to the village community at large.²⁰

The middleman would have had to go to the elders of the village as soon as a date for the transfer had been agreed, to ask the elders to appoint a suitable formal witness from among their number. He would also have asked the elders to notify the village at large of the date of the transfer, so that anyone with an interest could attend: it is likely that a notice giving details was posted on the village walls, although this is not specifically stated in any of the deeds (at least half of the village men were literate, and the illiterate would have been able without much trouble to find someone to read it for them). It is likely that a dozen or so people would have been present at the ceremony of handover, including some elders of the village, especially elders of the vendor’s clan. While this might seem to be an excessive amount of public interest, it should be remembered that sales or mortgages of land were rare. In some villages, there had been none at all involving an outsider in the 100 or 200 years before the takeover by the Hong Kong Government; in other villages, one such transfer every ten years or so would probably have been regarded as frequent, even worryingly frequent. Furthermore, there were, in practice, no law courts which the villagers were willing to approach: if the transaction did not meet village standards of fairness at the moment of transfer, there was no remedy available, so care had to be taken.

There is no evidence that any of the witnesses were paid, except for the middleman and the deed writer.

The Ceremonies of the Day of Transfer: Debate before the Village Community

The deeds in Part 3 are quite informative about the ceremonies which took place on the day of transfer, although not every ceremony is mentioned in every deed.

When the formal witnesses, the vendor and his family (including, if possible, the next heir), the purchaser, the village elders, and those other of the villagers attending were gathered together on the lucky day chosen for the transfer, the whole party would go out to the land being sold. There, the middleman would go along the boundaries of the land to be transferred, pointing out the various features and showing exactly which plots were to be sold.²¹ The deeds stress that this inspection had to be a physical visit, with the party actually standing on the soil of the land to be sold, visiting and inspecting all the boundaries.²² The aim of this ceremony was to ensure that everyone involved and the village at large knew exactly what was proposed to be transferred.

This visit was essential to ensure that everyone knew which fields were being alienated. Where the alienation of rice-land is in question, no deed dating from before the takeover of the area by the Hong Kong Government identifies the land being alienated exactly (deeds for the alienation of houses are occasionally more specific, stating who owned the property on each side).²³ Identification is, in every case, limited to the “named locality” (土名). In every village, the rice-land was divided into localities, each of which had its own name. These localities were usually areas of fields which could be easily distinguished from the fields around them. Many comprised a single “ladder” of fields, that is, a string of fields all irrigated from one single irrigation channel (漚), or perhaps a couple of “ladders”.²⁴ Others comprised all the fields between two streams or two pathways. A single locality might comprise a dozen fields, or up to a hundred. Deeds such as Deed 9, where three fields are being sold, each lying in a different named locality, would clearly be open to grave doubts as to which particular fields were being sold, hence the need for an inspection. After an inspection, the exact areas alienated could be proved, if necessary, by the evidence of the village community which had been present at the inspection. Equally, within any one named locality, some fields would clearly be worth more than others. Fields lying at the toe of a “ladder” would get water for flooding the fields only after all the fields higher up the “ladder” had

been flooded; if the year was dry, the lower fields might have difficulty getting enough water. Purchasers would want to inspect the fields carefully, to see how they lay with regard to the irrigation channels, and who owned the fields above and below them, and so on.

After the issue of the Block Crown Lease (1905), every lot in the New Territories had its own unique reference number, the "D.D. Number". Deeds issued after 1905, therefore, tend to give the D.D. number of the lot in question, although usually the "named locality" is given as well. This made the identification of the lot in question easier and more certain, but the visit of inspection was still usually carried out, since the witness of the village community was so vital in all these transactions.

After the visit to the fields, and the clarification as to what exactly was proposed for alienation, the party would move to some suitable place on or adjacent to the land being alienated. The deed writer would read out the deed as drafted, and the Middleman would add his comments and clarifications. The deed writer would then hand the draft deed to the vendor for checking and acceptance. The middleman would then state the price he considered fair for the land in question. The deeds do not directly mention the reading of the draft deed, but almost every deed speaks of the middleman saying what price he considered fair. Those present, the representatives of the clan and village community, would then be given time to raise questions, object to the sale or to the price proposed or to any detail of the deed, clarify or seek clarification of points and so on. It is certain that the village community were given the opportunity to object to the alienation: it is at this point that these objections would normally be raised.²⁵

The deeds list a number of improprieties which, the deeds state, were not involved in the transaction in hand: it is these improprieties which the village community, presumably, would look for and raise if they felt that the transaction was not *bona fide*.

The first of these improprieties which the deeds state were absent in the transaction was "pressure" (迫勒, almost universal in the deeds). Almost by definition, the vendor was poor or even destitute while the purchaser was wealthy, at least in village terms. A villager desperate enough to sell land might well be so desperate for cash that he would take an unfairly low price, especially if there was only one possible purchaser. Equally, a poor villager might feel compelled to sell if a rich and influential neighbour wanted to buy. The middleman had to try to ensure this did not happen, that the vendor was truly being forced by extreme circumstances and that the price agreed was fair. However, the elders of the village (and especially the elders of the vendor's clan or immediate family) would look very carefully at

the transaction to ensure that the whole thing was indeed fair to the vendor, and that undue pressure had not been brought to bear. The elders undoubtedly had the power to veto any transaction if public opinion was strongly of the view that the terms were unfair.

Another impropriety which would be looked for was where the vendor stated that the land in question was indeed in his sole control, but where it was in fact trust or jointly owned property of some kind: (the deeds frequently specifically state that the land was not trust property).²⁶ The question as to whether the vendor was the only man with an immediate interest in the land or whether there were others with more than a collateral interest in the land was often a difficult one. There were many hundreds of small trusts in the New Territories when the Hong Kong Government took the area over, and the exact line of distinction between land held as a family trust and land held by a single individual was often obscure, even to the village community. This facet would certainly have been carefully considered by the elders, who would want to ensure that everyone was treated fairly in the transaction. This would be particularly so where a family trust was in existence or believed to be in existence or which might have been in existence, whereby a villager held or might be expected to hold land in trust, perhaps for a brother or cousin who was away from the village, perhaps working abroad or on a ship, or where the land might be so held. This was something the middleman had to clarify, but the elders would certainly have looked very closely at what he stated was the case.

The deeds usually state that the transaction was open and above board: there had been no underhand dealings out of sight of the village and family as a whole. The most frequently found wording is that the transaction was "a clear case of sale and purchase" (found in the majority of the deeds), but Deed 13 puts it more pictorially: "this sale and purchase is as clear as if illuminated by an oil-lamp". This clarity was essentially related to the family council, the agreement to the alienation by the next heir, and the offer of the first refusal to the close family. The middleman had to clarify all this, but the elders would want to check that the next heir and the close family had indeed been put fully in the picture, knew exactly what was on offer, and had made an informed decision as to their reaction to it. Equally in question was whether the vendor or purchaser had tried to pull the wool over the eyes of the other: the elders would want to ensure that each principal was fully in the picture as to all aspects of the alienation.

Closely connected with the need for clear and above-board dealings was the avoidance of fraud. The commonest wording regarding fraud is that the deed is a "true deed", meaning that what it says about the land is true and accurate: these

words appear in the majority of the deeds. The sorts of inaccurate statements which deeds mention as being particularly reprehensible, and which would thus have been particularly looked for by the elders, include inaccurate statements as to the tax or rent due from the land (the deeds have statements such as “what is said about tax due from the land is true”). Also of concern would be false statements as to the fertility or area of the fields being sold: the deeds frequently have statements that the area of the fields has not been “shaved back”. Both of these latter two types of fraud would be frauds against the purchaser by the vendor, the vendor representing the outgoings from the land as less than they were, or representing the area being sold as greater or more fertile than it was. One real possibility was if the area pointed out by the middleman on the day of transfer was less than had originally been intimated to the purchaser. Another example of inaccurate statement is where the deed gives a false purchase price. This was usually a fraud against the vendor by the purchaser, involving the purchaser demanding an under-the-table pay-back from the vendor, effectively therefore constituting an undeclared discount on the stated price, but sometimes it might be a fraud by the vendor against the purchaser, by a demand for a *douceur* over and above the stated purchase price: the deeds frequently say that the price has not been increased above the figure stated, nor has there been any improper, underhand discount. Deed 39 is a little more specific: there has been “no dirty improper discount between the two parties”.²⁷

Above all, the elders would have wanted to check the middleman’s assertion that the price to be paid was fair to both vendor and purchaser. The almost universal statement in the deeds, that what it says about the purchase price represents “the true market price”, was vital to the village community.

In all this, the concern of the elders would have been that, if an unfair price was agreed or if any fraud was allowed to pass, then other villagers in subsequent transactions might find the value of their property adversely affected by this. If a purchase price was agreed which was too low, and if in a later year other villagers needed to sell, they would be faced with a precedent of an unduly low price. If too high a price was agreed, the precedent might make it difficult for them to find a purchaser if they needed to sell. The middleman had to look closely at these points, but his work would be checked carefully by the elders and the witnesses who were there to check the handover of the money.

The great majority of the deeds thus include statements as to the public discussion and agreement on the purchase price by the principals and the middleman, the “three parties”. Almost all the deeds include the phrase “the three parties verbally settled what was the true market price”, usually adding that this was done “on the

day” (of the transfer). Only three deeds for a transaction involving a middleman state that the price was agreed by the two principals without mention of the middleman, but errors in drafting or transcription may be involved here.²⁸

The two principals must have given at least preliminary agreement to a price before the day of handover, but the deeds invariably state that the price was only finally decided on the day of the transfer, by debate and argument before the assembled village community. It is probable that purchasers often only viewed in detail the fields they were going to buy on the day of the transfer: if this inspection suggested the fields were not as good as intimated, the purchaser might well wish to negotiate the tentatively agreed price downwards. Equally, if any one of the close relatives stated before the village community that they had not been kept fully in the picture or had not been given a true opportunity of buying the land, and that he was prepared to pay a fair price for it, then the sale to an outside purchaser would fall through, doubtless amidst recriminations.

The deeds universally state that agreement on the price was not a matter for the vendor and purchaser only, but involved the middleman as an equal third party.²⁹ In this, the middleman was thus not the vendor’s agent but had an independent role to play. The middleman’s role in the debate on price seems to have been to hold the ring and to ensure that the eventual agreed price was fair to all parties: if he and the two principals could not agree on a price, the transaction would have fallen through. The middleman was there, it would seem, essentially to represent the community at large and to be the champion of fair-dealing generally. What is certain, given what the deeds say, is that no agreement could be finalised without the middleman agreeing to sign the deed and to accept the price as fair. The watching elders would have been equally concerned with this point. The purchase price had to be debated and agreed openly: it was subject, therefore, to the full force of village public opinion, a factor which would have weighed especially heavily on the middleman.

Given the villagers’ universal unwillingness to go to the Imperial law courts (or to the Hong Kong law courts after 1899) to have disputes judged by the Magistrate or by the District Officer, any land transfer which was seen to be in any degree dubious could only be judged by the common voice of the assembled villagers. It is, therefore, not surprising that every land transfer had to be completed before the assembled village community, to ensure that the common voice of the villagers had an opportunity of being expressed, and to allow any doubt as to the *bona fides* of the transaction to be aired in public before it was finalised. This was why there had to be a middleman. He had to check everything, so that potential problems with

the villagers at large could be identified and dealt with. He had to try to eradicate false statements so that he could truly stand before his assembled village brethren and, with hand on heart, state his conviction that the transaction was above board in every respect, fair, and reasonable.

It is probable that, on occasion, debate and argument about a land transfer before the assembled villagers and elders was vigorous, prolonged, and loud.

No alienation of land could be completed without the formal witnesses signing or putting their mark on the deed, or at least without them formally and publicly stating that they were satisfied with the arrangements and details. If the senior village elders refused to witness the transaction, being dissatisfied with the fairness of the arrangements, it is unlikely that any other of the formal witnesses would dare act as witnesses either. In such a case, the transaction would fall through. Where, however, the assembled villagers and elders declared themselves satisfied with the arrangements, then the witnesses could sign the deed and the arrangements moved on to the last ceremonies, those of the transfer itself.

That the middleman was seen as representing the community at large can be seen by the fact that the villagers often wrote 中人 as 𠂇人. The first of these characters, 𠂇, is usually used as a simplified form of 眾, “community”, suggesting that the villagers were unclear if the “middleman” was not, in fact the “community man”.³⁰

The Ceremonies of the Day of Transfer: Transfer

Once the villagers had signified their acceptance of the fairness and *bona fides* of the transaction, the final acts of the alienation could take place. There were three of these, involving the transfer of the deed from the vendor to the purchaser through the middleman, the transfer of the purchase price from the purchaser to the vendor through the middleman, and the transfer of the purchased land by the middleman to the purchaser. Only with the successful completion of the third transfer was the sale complete. The deeds mention all three transfers.

The draft deed had been read out by the deed writer and handed over to the vendor for checking at the start of the discussion of the alienation. If, during the discussion, the deed was found to be inadequate, then the deed writer would rewrite it to reflect the consensus opinion as to what the deed should contain.

Usually, the draft deed would then be destroyed and only the final version would survive, but we have both the original draft and the rewritten versions of Deed 43. Deeds 39, 47 and 49 also show signs of amendments at this stage, although in these cases the amendments are semantic only (one is an amendment of an

ungrammatical character): In Deeds 39 and 49, the characters being amended are crossed out, with the correct ones interlined. Deed 48 also survives in both draft and as-issued versions, although the differences between them are minor.³¹

At all events, once an acceptable deed was to hand, the deed writer would add the dating clause and the formal witnesses would be invited to sign it or add their marks, and to add characters expressive of their acceptance of the transaction. Last of all, the vendor would sign or add his mark to the deed to confirm it, usually at the end of the dating clause. He would then hand it to the middleman. The middleman would then hand it to the purchaser, probably after checking it, possibly after reading it out loud again. This stage of the transfer is mentioned in Deed 84, “on that day, the purchase price and the deed were both handed over by the middleman, clearly and openly”, and in the exemplar, Deed 112, “this money and the deed were on that day handed over clearly and openly by the middleman”.

Once the agreed deed was in his hands, the purchaser was required to hand over the purchase price in full and immediately to the middleman, who then checked it, counted it, and weighed it (with the close supervision of the witnesses, who wanted to ensure that the full sum was indeed handed over, without discounting), before handing it over to the vendor. This stage of the transfer was clearly seen as very important: it is described in the great majority of the deeds (other than those relating to loans of money). Deed 7 thus states: “the money was handed over on that day, in full, in the presence of the middleman”.³² Some of the Pui O Deeds specifically state that the money was counted out “coin by coin” before the witnesses, to ensure there was no deficit: this was probably the normal procedure.³³

That this transfer was very closely supervised by the witnesses is clear. Many deeds refer to witnesses who are specifically described as having checked and witnessed the transfer of the money (in a few cases, the witness was the middleman, but in most cases it was an independent witness or witnesses).³⁴

After the deed had been handed over to the purchaser, and the purchase price to the vendor, the middleman then handed the land over to the purchaser.³⁵ Every deed mentions the handing over of the land to the purchaser, but only Deed 46 specifies that the land was handed over by the middleman, although this was probably the universal practice. Deed 46 says: “this land was, on that day, handed over by the middleman absolutely”. It is not known exactly how this handover was handled.

With the handover of the land, the ceremonies of transfer were at an end, and the purchaser was now in control of the land purchased.

Warranty

Since it was the duty of the middleman at the ceremonies of the day of transfer to make certain statements as to the land and its situation, it is perhaps not surprising to read in the deeds that it was the middleman who could be called to warranty by the purchaser if the statements were later found to be incorrect.

The normal way the deeds refer to the warranty of the middleman is that he warrants the purchaser against anything outstanding from the time of the previous owner. Thus, Deed 17 says: "should there be anything outstanding from the past regarding this land, this shall be a matter for the middleman and the vendor to settle, it will not be the responsibility of the purchaser, who agreed to purchase it absolutely".³⁶ Deed 69 has a similar idea, but stated at greater length: "should there be anything left unsettled from the previous holders, or if there is any dispute with any neighbours on any side about boundaries, or if anything is raised on the basis of old deeds, these shall be treated as so much waste paper, and it shall be for the vendor and the middleman to settle, and the purchaser shall not be involved." The exemplars at Deeds 108 and 109 mention warranty, but limit it to rent left unpaid from before, and mention only the vendor as liable to be called to warranty by the purchaser.³⁷

Since the vendor was by definition poor, even destitute, whereas the middleman was usually a man of some standing, in practice the purchaser would be unable to claim any effective warranty from the vendor and so he would claim warranty, if the occasion arose, from the middleman. The middleman can thus be assumed to have taken care to check the land and any possible encumbrances or debts carefully before stating to the purchaser and the village community at large that there were no such outstanding problems. If the purchaser were ever to call a middleman to warranty under these clauses, it can be assumed that the village community would be loud with recriminations on all sides.

This warranty clause is perhaps the clearest example of regional differences within the New Territories in deed-drafting practice. The clause is found in almost all the deeds from Lantau, but in very few of those from the north-eastern New Territories. The Hoi Ha exemplaries, as noted above, include a version of the clause, referring only to the vendor's warranty, but only one of the Hoi Ha deeds includes the clause, even in this less explicit form (Deed 43, for an abandoned grave-site). That the middleman could be called to warranty was probably universally believed, but the deeds only explicitly say so in some parts of the New Territories, not in others.

8

Temporary and Reversible Alienations

Mortgages and Leases

While most surviving deeds relate to absolute, once-and-for-all sales of land, there remain a significant number where the deed reflects a transaction which was not designed as absolute or permanent, but where the alienation was temporary, or at least reversible. Transactions of such a temporary or reversible character comprise mortgages (both redeemable sales and mortgages where money was lent against land put up as collateral) and leases for a term of years.

Deeds for such transactions are far fewer than those for absolute sales, for two reasons. Firstly, as Messer and Ts'ui note, mortgages and leases for a term of years were even more likely to be dealt with by way of an oral transaction than an absolute sale, especially where they were between two close relatives. An oral transaction was particularly likely where everyone concerned with the mortgage expected the money lent to be repaid within a short period: the mortgage was, in these circumstances, to provide cash to cover a temporary cash-flow problem.

The second reason for the paucity of mortgage deeds is that, whenever a temporary alienation came to an end, that is, the lease reached its term or the mortgage was redeemed or the loan was repaid, then it was the local custom for all deeds relating to that transaction to be returned to the lessee or mortgagor, as a sign that the transaction was complete and the lessee or mortgagor quit of all obligations. Many deeds of mortgage thus specify that the deed shall be returned to the mortgagor at the determination of the mortgage.¹ The exemplar for a loan of money against land put up as collateral (Deed 110) also specifies this clause. Deed 64, which is a deed of discharge, states that the original deed had been returned to the borrower.

The next step was usually the destruction of the deed, so that the landlord or mortgagee could not subsequently get hold of it and pretend that there were still obligations outstanding. Those deeds of lease or mortgage that survive, therefore, are predominantly those where the mortgagee eventually got permanent possession of the land through foreclosure or the inability of the mortgagor to redeem his land, or where, for some reason, the landlord never reclaimed the land leased out.

Where loans of money were concerned and the money was repaid, it was frequently the case that the lender would issue a deed of discharge to the borrower in addition, to state that they were quit and that any old deeds or account-books should be treated as waste paper.²

Mortgage and Redeemable Sales

The only form of mortgage which was legal under the Imperial Land Law was the redeemable sale. In this form of mortgage, the mortgagor transferred the land in question to the mortgagee for a sum of money. The mortgagee then farmed the land and took for himself all the profits of the land. No interest was paid by the mortgagor, the profits of the land being taken by the mortgagee in lieu. The mortgagor could reclaim his land at any time by proffering the mortgagee the original sum lent (often there was a period of three years in which redemption was not permitted, but redemption could be sought at any time thereafter): once the principal was thus repaid, the mortgagor took back his land, the deed (if there was one) was returned to him (and usually destroyed), and he resumed farming the land. The mortgagee thus had his money back and had had, for the term of the mortgage, the profits of the land. During the term of the mortgage, the mortgagee, the man in occupation and possession, the man who was cultivating the land, was responsible for all the outgoings from the land, especially any rent-charges or tax due from it. The Imperial Land Law made it a crime to mortgage land such that the mortgagor remained in physical possession and control of the land; it was also a crime for the mortgagee to refuse to return the land if the mortgagor genuinely proffered the mortgagee the sum due.

In such mortgages, foreclosure was not an option. The mortgagee remained in possession indefinitely, but the mortgagor had an indefinite right of redemption. Even if hundreds of years had passed, in theory the descendants of the mortgagor had the right to redeem the land. In practice, after a generation or so, the mortgagee and the village community would start to treat the land as if it were the mortgagee's absolutely. At the moment of mortgage, a middleman and witnesses were appointed, exactly as for absolute sales, and the terms of the mortgage would be discussed and approved in public by the village community, again as with absolute sales. However, if a written deed was prepared, it would be held by the mortgagee. In due course, the witnesses and the village elders present at the public village discussion would die, and the right to redeem the land would descend to the sons and grandsons of the original mortgagor. If the descendants of the mortgagor tried

then to redeem the land, they would, in the absence of any deed in their hand and in the absence of any living witnesses, have considerable difficulty in proving that the land was rightly theirs and only mortgaged to the holder. Usually, if a redeemable sale was to be redeemed, it would be within the first decade or so of the mortgage.³

Redeemable sales of this sort were common in the New Territories, as the deeds in Part 3 show very clearly.

However, the deeds show that mortgages where the mortgagor remained in possession and occupation of the land were also common in the New Territories. In such mortgages, the land was put up as collateral for a loan, interest was paid, and, if the borrower failed to pay the interest at the stipulated time, the land (or sometimes some other plot of land) could be foreclosed by the lender.⁴ In a variation of this arrangement, a loan would be made with land put up as collateral, but the whole of the principal would have to be repaid on a set date (usually within a year) or else the land would be foreclosed immediately: in this variation of the arrangements, no interest was paid in the interim.

From the deeds in Part 3, transactions of this character (i.e., mortgages of a character similar to those common in Europe) were mostly taken out between close relatives. Many show easy terms. Foreclosure in such circumstances, while possible, as the deeds show, was not inevitable.

There are three characters commonly used for “mortgage” in these deeds: 典, 當, and 按. There seems to be no substantial distinction in use between them, all three characters being used, apparently without distinction, for both redeemable sales and loans against collateral.⁵

Mortgages: Loans against Land as Collateral

Many of the examples of loans of money against land put up as collateral, especially those from Wu Kau Tang, were made between two close relatives.⁶ The cases from Pui O are between clan cousins but not close relatives.⁷ As with deeds of absolute sale, it was the tradition in these villages for transactions between close relatives to be covered in writing: transactions such as these would have been conducted orally in many, probably most, other villages. Some transactions of this character from Pui O, however, were with village brethren from different clans.⁸ In none of these cases was a middleman appointed.

In each Wu Kau Tang case, the borrower “went himself” to the lender to arrange the loan. Land was to be foreclosed if the loan was not repaid. In the case of Deed 60 (probably) and Deed 61 (certainly), the loan was unsecured and foreclosure was

not an option (both transactions were between very close relatives): other deeds covering loans between close relatives in Wu Kau Tang were secured, with interest to be paid, but usually at a low rate. These deeds show that borrowing money against land put up as collateral was usually seen in Wu Kau Tang as an entirely private arrangement. None of the transactions used a middleman, and there were no witnesses. The deeds were drawn up by the borrower or by a very close relative and kept by the lender. In those villages where such transactions were kept oral, the village tradition must have been very similar. Deed 81 is a broadly similar case. An incomer to Tsuen Wan, probably a squatter farmer, approached the Earth-god Association of the village near his farm to borrow money. He borrowed twenty dollars, at a monthly interest of two per cent, or twenty-four per cent a year. The interest was due at the end of each year. If the interest was not paid, then his "property" was to be foreclosed, although what this property consisted of is not stated. The much steeper interest rate reflects the lack of a close family relationship between the parties. The interest in all these cases was to be paid in cash. The deed at Deed 110 is an exemplar of a deed for a loan of money with land put up as collateral. It is entirely in line with the deeds discussed above.⁹

In all but one of the Pui O cases, the mortgagor also "went himself" to the mortgagee to seek the loan.¹⁰ In these cases, interest at 1.2 or 1.5 *tau* of grain per dollar lent per year was to be paid: the interest was not paid in cash.¹¹ If the interest was not cleared, then the mortgagee could foreclose the land and till it himself in lieu of interest and principal, or, in the case of Deed 62, might re-mortgage it on to someone else. None of the Pui O deeds state if the mortgagor could thereafter attempt to redeem the transaction. It was probably not considered likely. The interest charged was about twenty-five or thirty per cent of the likely crop, probably a little below the full rack-rent level. Some deeds from other villages (Shek Pik, Tai Long, Ho Sheung Heung, and Keung Shan) are essentially similar.¹² It will be seen that the borrower, in these cases, became, in effect, the tenant of the land from the lender, remaining in occupation of the land, but paying an annual rent in grain at a little below rack-rent levels to the lender. While this is spoken of as interest, nonetheless in reality the landowner became the tenant. Although this relationship could be reversed by the borrower repaying the money lent, in actual fact, it would seem, the family of the borrower often remained as the tenant of the lender thereafter.

Deed 80 is a special case. It is a deed by which a sum of money (twenty dollars) was lent on the collateral of a fishing boat and its tackle (see Plate 11). The deed mentions a middleman, but no middleman is named, nor does one sign as witness. The only formal witness is the deed writer, who probably doubled as middleman.

There was no village consultation (fishermen had no village); the arrangements were agreed between the two families in the presence of the middleman. No interest was charged and the loan was open-ended, the lender having the power to call the loan in at his discretion.

However, there was a local tradition which probably underlies this transaction, whereby fishermen tied themselves to land-based shops, mortgaging their fishing boat and gear to the shop. The fishermen would thereafter buy all their necessities from that shop, and give that shop a monopoly of the sale of their catch: the profits from this arrangement were taken by the lender in lieu of interest. Usually, the initial loan would be taken out when the fisherman in question needed to refit his boat or to buy a new boat when the old one became unseaworthy through age. Where a fisherman and a land-based shop had such an arrangement, any further cash needs of the fisherman would be financed by subsequent loans from the same shop. In this way, the fisherman would normally never be free of indebtedness to the shop, becoming entirely dependent on the shopkeeper, who could do more or less what he liked by threatening to call in the loans. The lender in this case, Yung Sze-chiu, had a shop on Tap Mun, which was doubtless the home anchorage of the fishermen in question. The sum is relatively small and is most likely a subsequent top-up loan rather than the original prime loan.

Foreclosure

If money was to be lent against the security of land put up as collateral, then foreclosure had to be available to the lender as an option.¹³ We have two deeds which relate to foreclosures, Deeds 64 and 82. Deed 64 refers to a loan of sixteen dollars from the borrower's great-uncle, which another uncle made twenty dollars "as a charitable gesture" (presumably, the extra four dollars was a gift to the borrower). However, the money borrowed could not be repaid and the borrower had to allow the lender to foreclose on land he had inherited "from the ancestors". The deed records this foreclosure.

The deed states that the land was handed over "in lieu of principal and interest". The deed uses words more normally used for absolute sales, and the arrangements set out are basically those used for absolute sales. No middleman is named, but there was some sort of village discussion: one formal witness "at the site" was appointed. The original debt was contracted between very close relatives. In this case, 0.6 *tau tsung* of land was foreclosed on to meet a debt of sixteen dollars.¹⁴

Deed 82 refers to a sum of money (\$100) borrowed from a close relative to meet the expenses of a family funeral. The lender had himself gone to the borrower, but now the debt could not be repaid. Land which had been the deceased's (the borrower was his younger brother and heir) was now handed over to the lender absolutely. No middleman is named, but two formal witnesses were appointed and there may well have been a village discussion and consent to the alienation.

Many of the deeds recording loans of money against land put up as collateral do not specify the land which was to be so put up. In some deeds, the original deed recording the loan merely states that, if the interest on the loan is not paid in full, then land belonging to the borrower will be foreclosed.¹⁵ This suggests that it would only be at the moment of foreclosure that the parties would decide precisely which of the borrower's land-lots should be foreclosed. This sort of arrangement would certainly have made it easier for the witness of the village community to be set up at the moment of foreclosure: in each of these deeds, the original loan was seen as an entirely private arrangement, with the witness of the village only being called on at the moment of foreclosure. All these deeds are for loans on which the interest was to be paid in cash or silver.

In the deeds from Pui O, Shek Pik, Tai Long, Ho Sheung Heung, and Keung Shan discussed above, a specific plot of land was identified at the moment of taking out the loan, and the interest is cast in the form of grain paid to the lender, to be taken from the harvest of that land, which was to remain in the borrower's hands. As noted above, the arrangement effectively turned the landowner into a tenant of the lender until such time as he repaid the loan. The witness of the village was probably invoked in each case at the moment of taking out the loan. Foreclosure in such cases would have been less likely: there are only a few deeds known which record it in such circumstances.

It was probably a matter of village tradition and custom as to which of these two variants of the way to handle loans backed by land as collateral was chosen.

It will be seen that, while the original loan (if the interest on it was to be paid in cash or silver) was widely seen as an entirely private matter, involving only the borrower and the lender, if the land put up as collateral came to be foreclosed, then this became a matter of much greater moment to the village community and tended to be handled as if it were an absolute sale.¹⁶ It is likely that, if a borrower had been lent money by someone not related to them, and foreclosure was then resorted to, the matter would have been viewed exactly the same as would an absolute sale, and would have been considered with great care by the village community.

Mortgages: Redeemable Sales

Messer and Ts'ui note that, in the wealthy villages of the north and west of the New Territories, most alienations of land were between clan brethren and were normally handled by way of oral redeemable sales. Many other villages must also have had traditions of oral redeemable sales. In such villages, all alienations would be assumed to be redeemable, unless there was a deed stating that it was absolute, with such an unusual deed agreed by the community to be reasonable in the circumstances. In such villages, redeemable sales would normally follow standard village practices: all transactions would be assumed to follow them unless there was indisputable evidence in the form of a written deed that some other set of conditions was to apply, this deed having been discussed and agreed by the village community.

The deeds which survive for redeemable sales are therefore doubtless only a small percentage of the number of redeemable transactions which in fact existed in the past.

The surviving deeds for redeemable sales seem to be almost indistinguishable from deeds for absolute sales except for the clause recording that the sale was redeemable. Except where redeemable sales between close relatives are concerned, such deeds normally include a middleman, witnesses, a family council, offer of first refusal to the close relatives, involvement of the next heir, physical inspection of the land, and discussion before the village community.¹⁷ The redemption clause sometimes allows redemption at any time,¹⁸ but sometimes allows it only after three years.¹⁹ The deeds often call the transaction, in at least one clause, "a clear case of sale and purchase", although other clauses in the same deed may call it a case of mortgage.²⁰

Deed 78 is a very special case. Here, the funeral expenses for a mother had thrown her six sons into financial problems. One son was wealthier than the others and agreed to pay all the expenses of the funeral, against a promise by his brothers that they would repay their share of the expenses subsequently. The arrangement was cast in the form of a redeemable sale whereby the five brothers mortgaged their shares of their inheritance to the sixth brother.²¹ Presumably, however, it was assumed that each brother would repay his share of the money and take back his share of the lands.

All these deeds, therefore, give the same message: redeemable sales were treated in the same way as absolute sales, except for the power to redeem the transaction. The lack of clear distinction between deeds for the two types of sale would thus have made it easy for men who had sold their land absolutely to claim subsequently

that it had been sold with the right of redemption (as noted above, some men did successfully claim that a sale was redeemable when the original deed was emphatic that it was absolute); it would have been equally easy for a man who had bought land with the right to redemption later on to claim that it had been bought absolutely. The exact nature of a sale would have become very indistinct when the witnesses and elders at the time of the transaction had died.

Redemption and Conversion to Absolute Sale

Where a lot was mortgaged, the Block Crown Lease indicates this, giving the owner (the mortgagor), noting alongside his name that the land was mortgaged and giving the name of the mortgagee. The number of such lots is substantial: mortgage was, without question, common. Most such mortgages, however, seem to have been closed and the monies loaned repaid: the number of cases where a Block Crown Lease mortgage led eventually to a permanent change in ownership are relatively few. Foreclosure, or land where the owner never redeemed the sale, must have been relatively uncommon: another reason for the relative paucity of surviving mortgage deeds.

It was the normal practice, where land was mortgaged or transferred by way of a redeemable sale, for the original deed to be returned to the mortgagor when the transaction was redeemed. The mortgagor would then destroy it, so that the mortgagee could not get it back into his hands and claim that there were some further obligations outstanding. The deeds of mortgage or redeemable sale which have survived are, therefore, in almost every case, transactions which were never redeemed, and where the land remained in the hands of the mortgagee. Similarly, where land was mortgaged or disposed of by way of a redeemable sale, and subsequently the mortgagor decided to convert the transaction to an absolute sale, the mortgagee would normally insist on a new deed of absolute sale and would destroy the original deed, to ensure that it did not fall into the hands of the mortgagor, who might then claim that the transaction was still redeemable. It is therefore difficult to know how many mortgages or redeemable sales were redeemed or converted to absolute sale.

One upwardly mobile family of Pui O on Lantau Island, however, kept a notebook from about 1891 to about 1903, into which the head of the family, Cheung Kwong-chuen (張廣全), copied all the deeds relating to land transactions by which the family acquired land in this period. There were ten such deeds copied into this

notebook (the notebook also included copies of five earlier deeds). Of these ten deeds, five were for loans of money, where the mortgagor kept control of the land, paying an annual interest in grain, backed by land put up as collateral, and five were redeemable sales where the purchaser took the land over and worked it in lieu of principal and interest. All ten of these transactions were subsequently either redeemed, made absolute, or sold on to another family, the details being added in the notebook by way of a marginal note: in none of these cases would the original deed have survived, in the normal course of events. Details are in the Table below.

Table 1
Land Deeds of Cheung Kwong-chuen, 1891–1903

Date	Amount of Land	Redeemable Sale or Mortgage (Loan with Collateral)	Vendor	Outcome	Note
1891	0.6 tau tsung	Mortgage	Cheung Lai-wa (張麗華)	Absolute 1904	Deed 66
1893	1 tau tsung	Redeemable	Cheung Ah-chue (張亞朱)	Probably redeemed	
1894	0.9 tau tsung	Redeemable	Ho Sai-sham (何世參)	Redeemed 1904	Deed 57
1896	12 tau tsung	Redeemable	Cheung Ching-tai (張楨泰)	Absolute 1907	
1896	0.5 tau tsung	Mortgage	Ho Sai-sham (何世參)	Redeemed 1901	
1897	1.2 tau tsung	Mortgage	Cheung Wai-cheung (張維祥)	Redeemed 1911	Deed 67
1899	1.5 tau tsung	Mortgage	Ho Kam-sau (何錦壽)	Redeemed 1908	
1900	1 tau tsung	Redeemable	Cheung Lin-yip/Choi (張蓮葉/彩)	Sold to another Cheung 1910	
1902	0.4 tau tsung	Mortgage	Cheung Hon-yau (張漢猷)	Absolute 1905	Deed 77
1903	0.6 tau tsung	Redeemable	Ho Sai-sham (何世參)	Redeemed 1904	

It will be seen that three of these transactions (two mortgages backed by land put up as collateral and one redeemable sale) were, in the event, made absolute by a further payment between three and thirteen years after the original transaction. Five were redeemed (between one and twelve years after the original transaction). One was probably redeemed.²² Only one was still in Cheung Kwong-chuen's hand, neither redeemed nor made an absolute sale, in 1907: this was sold on to a clan brother in 1910. In the normal course of events, no record of any of these ten transactions would have survived. These Pui O transactions thus show what a high percentage of mortgages and redeemable sales were, in the event, redeemed, and also how many were eventually made absolute by a second payment.

One interesting point on the three cases where the transaction was in the end converted to an absolute sale is that the initial price for the mortgage or redeemable sale was only a small part of the final price. The 1891 mortgage (loan against land as collateral) involved an initial loan of \$14, but the conversion to an absolute sale involved a further payment of \$40, so that the initial loan represented just 26% of the final sum paid. The 1902 mortgage (also a loan against land as collateral) involved an initial loan of \$10 and a final payment of \$40, so that the initial loan represented just 20% of the final sum paid. The 1896 redeemable sale involved an initial payment of \$120 and a further payment of \$200 to convert it to an absolute sale, so that the initial payment represented 37.5% of the final sum paid. The 1876 redeemable sale was converted to an absolute sale at some later date: the initial price was \$25, and the additional price for converting the transaction to an absolute sale was \$35, so the initial price represented 41.6% of the final sum paid. It is unlikely that inflation had raised the value of land in Pui O significantly over this period, given the area's remoteness. It may well have been normal for loans of money backed by land put up as collateral to have been about a fifth or a quarter of the sale value of the land put up as collateral if sold absolutely, and for the price of a redeemable sale of land to be about a third or two-fifths of the sale value of the land if sold absolutely.

Leases for a Term of Years

Leases for a term of years are the rarest of the surviving deeds. Such transactions were by definition temporary. At the end of the term, the tenancy ended, the land reverted to the landlord, and the landlord's copy of the deed was handed to the tenant as a sign that there were no further obligations due from him: the parties were quit.²³ Usually, the deed would then be destroyed by the tenant, to ensure

there was no way he could be called on by the landlord for further payments. Furthermore, many leases of this type would have been oral, especially where leases were taken out between close relatives. Many villagers went abroad or were working as seamen; they would often lease their farmland to a close relative pending their return. Such villagers might equally hand their land over to a close relative in trust for him and his family members, again pending his return: the exact boundary between an oral family trust of this kind and an oral lease between relatives would have been indistinct.

Landlords were normally wary of re-leasing land to the same tenant at the determination of the tenancy term. There were so many hereditary, perpetual tenancies in the traditional New Territories area that any lease renewed in this way stood a real risk of becoming seen as perpetual and hereditary. The Pui O leases by the Lei Kau Yuen Tong (Deeds 19 and 21), both of which are clearly worded as leases for a term of years (ten years in both cases), but which were re-leased to the tenant or his descendants by default (the landlord not attempting to reclaim the land after the term of the first lease expired), and the lease by the Cheung Chau Wong Wai Chak Tong (Deed 24), clearly written as a lease for five years, but again re-leased by default, are examples of how easy it was for a lease for a term of years to become hereditary and perpetual. Survival of a lease deed, therefore, usually implies some special circumstance in the case.

The two deeds in Part 3 for leases for a term of years are both special cases.²⁴ Both were issued in the period just before the invasion of the Japanese (1937 and 1940). Deed 102 was for a lease for a term of fifteen years. Deed 101 does not specify the term of the lease and should probably be regarded as a lease determinable at will. During the term of these two leases, the Japanese invaded and the two landlords probably disappeared. The tenants kept their occupation of the land, holding onto their lease deeds to give their occupation some colour of regularity, "until the landlords come to repossess the land", something which never happened until the land came to be resumed for the Tsuen Wan New Town development programme. Both these leases are extremely simple documents. Deed 101 merely states the rent due (about fifty per cent of the likely harvest). The land covered by the lease was probably land illegally opened from the hillside. Deed 102 is more complex. Here, villagers, a mother and (presumably infant) son, were leasing a small plot of land which had a D.D. number to a squatter to build a squatter hut on. Putting up a residential structure on agricultural land like this was an illegal act, but the transaction, presumably because it was seen as temporary, was, it would seem, registered. The rent is specified as well as the terms under which the landlord

could repossess the lot. The deed specifies that there would be no extension of the term, and that the land would definitely be reclaimed after fifteen years. The deed is signed by both landlord and tenant and by a witness.

Both these deeds are very late in date and both are from Tsuen Wan, on the fringe of the urban area. However, the exemplar of a lease deed, at Deed 106, dates from before 1851, and comes from a very remote rural area. This deed is entirely similar to Deeds 101 and 102, suggesting that the Tsuen Wan deeds are entirely traditional in form and character. Deed 106 states that the tenant "went himself" to the landlord, but states that the rent and terms of the lease were agreed "in the presence of the middleman", suggesting that at least a witness was involved, as in Deed 102. The rent is to be paid after the second rice harvest (i.e., one payment each year). There is a specific statement that any minor outgoings from the land for the term of the lease, specifically village levies for village affairs, would be the responsibility of the tenant. The deed does not specify a term, but assumes, like Deed 101, that the lease was determinable at will.

9

Land Deeds and the Japanese Occupation, 1941–1945

Eleven of the deeds in Part 3 come from the period of the Japanese Occupation and throw some light on the difficulties of that period.¹

These eleven deeds are, as a group, the poorest drawn of all the deeds in Part 3, and show the poorest calligraphy. The normal conventions of the traditional land deeds are mostly present, but in many cases show clauses omitted which might be expected, unusual variants, poor grammar, and strange turns of phrase. Some of the deeds show men selling off trust property,² otherwise a very rare transaction. Some deeds show transactions without a middleman where one would be expected,³ without a family council,⁴ and without any mention of the offer of first refusal to the immediate close relatives, again where such an offer would be expected.⁵ Deed 84 seems to imply the presence of the village community at the point of transfer, but only Deed 87 does so specifically. While all this may be due to the vagaries and chances of survival, they seem more probably to show a traditional society under considerable stress, perhaps at risk of breaking down.

These deeds also suggest widespread and severe starvation in this period, leading to desperation. Deed 83 states that the vendor is selling because “his family is in desperate need, dying of privation, and without resources”. Deed 84 states that the sale is essential because the vendor “is out of money in his household to spend” (in this case it should be remembered that the more normal wording is that the family was “short of money to spend”, not “is out of money to spend”). Deed 85 states that the family “does not have enough for subsistence”, Deed 81 states that the vendor is “lacking food and cannot borrow money”, going on to say that the vendor had gone to the widow of a clan cousin to beg for help, and that she, on behalf of her infant son, had agreed to succour him in her son’s name. Deed 91, like Deed 84, says that the sale is essential because the vendor’s family is “out of money in their household to spend”, while Deed 94 uses the more normal wording, that the vendor “is short of money to spend”. These deeds tend to give an air of

genuine desperation. Deed 87, alone of the deeds from this period, gives a reason other than starvation for the sale: it states that the land was being alienated in order to buy other land better located.

Four deeds give no reason for the alienation: far more than at any other period.⁶ That there are no fewer than four deeds in this small collection which give no reason for the alienation is significant, and probably to be understood as suggesting that starvation was so widespread at the time that there was no reason to state why the sale was being processed.

Under Japanese rule, use of the old Hong Kong dollar was forbidden: everyone was supposed to use the new Japanese Military Yen currency. However, almost as soon as the Military Yen was introduced, it began to collapse in value; by the end of the Japanese Occupation period, it was almost worthless. Villagers carefully hoarded any silver dollars they might have and tried to insist on them in any significant transaction. However, any deed giving a sale price in Hong Kong silver dollars might well have been considered proof of an anti-Japanese stance, perhaps bringing serious consequences to both vendor and purchaser.

Similarly, the Japanese insisted that all valid deeds be dated by the reign-title of the Japanese Emperor (the Showa 昭和 year). The Hong Kong authorities had always been happy to accept deeds dated by the year of the Chinese Republic: villagers wanted to continue to date in this way. However, to do so would, once again, have risked being seen as an indication of an anti-Japanese stance.

Finally, the Japanese are believed to have declared that the Block Crown Lease and the New Territories Land Registry system were “colonialist” enforcements, inaccurate and ill-run. The Japanese had undertaken a very full and accurate cadastral survey in Taiwan and seem to have indicated that they would do the same for the New Territories, in due course. They never did so, however, but, in the meantime, use of the Block Crown Lease lot numbers became a potentially suspicious act which might possibly be viewed as evidence of anti-Japanese attitudes.

When the Japanese attacked in December 1941, the New Territories Land Registries all closed down. The Japanese never re-opened them.⁷ So no land transaction could be registered formally during the three years and eight months of the Japanese Occupation. The only possibility for the villagers was to issue white deeds, as they had done for so many of their land transactions before the takeover by the Hong Kong Government. They thus kept the land transactions as private affairs between vendor and purchaser. As a result, when the Land Registries re-opened in 1945–46, there was a period of about eighteen months in which a huge backlog of Japanese-period land transactions had to be processed, during which

many of the technical requirements of the New Territories land registration system were dispensed with.

It was probably because of the need to keep land transactions private and to avoid occasion for the Japanese authorities to take note of any “anti-Japanese” features of the deeds that so few of them were processed in front of an assembled village community.

The deeds show a wide range of responses to the demands of the Japanese that all deeds be purified of anything that might be considered “anti-Japanese”. Deeds 83 and 94 are both white deeds, both have sale prices in Hong Kong dollars, and both are dated by the year of the Republic, but neither mentions the Block Crown Lease D.D. lot numbers for the lots being sold. Both deeds are from Sai Kung and date from 1942. Deed 85 from Hoi Ha in North Sai Kung, from 1943, is quite extraordinary. It not only has a sale price in Hong Kong dollars and is dated by the year of the Republic, but lists the D.D. lot numbers and gives the amount of Crown Rent which the lots “ought to pay”. Even more than all this, the deed has a King George V revenue stamp (presumably hoarded) stuck on it, to show that the deed had paid Hong Kong Government Stamp Duty at the old rates. Clearly, the writer of this deed, and the principals of the land transaction involved, had no doubt that the Japanese were a temporary phenomenon! Deed 88, also a white deed from Sai Kung, but from 1943, also has a sale price in Hong Kong dollars and dates the transaction by the year of the Republic. It does not list the D.D. lot numbers involved, but states that “the numbers on the *chap chiu* for these pieces of hill-paddy cannot yet have the landowner’s names transferred, and it is necessary to wait until the Government announces that the landowner may change the name: at that time the name will be changed”, so the previous system is at least referred to, although the D.D. numbers are not specified in the deed itself. This deed was witnessed by villagers working in the Kui Yik Soh (區役所), the local Japanese administrative office.

All these deeds are from the Sai Kung district, or from North Sai Kung. These were the areas where the anti-Japanese guerrillas were, more than anywhere else in the New Territories, in effective control of life throughout the period of the Japanese Occupation. The Japanese were only intermittently and partially in control of this area. In the absence of effective Japanese day-to-day control, it was easier for the Sai Kung villagers to continue to issue deeds in essentially the same form as they had done in the previous period. The guerrillas were pro-Communist, occasionally bloodily so,⁸ but they evidently had no problems with land deeds being issued in essentially the traditional form.

The Japanese were in far more effective day-to-day control of Tsuen Wan. Deeds from there show a great deal more care in dealing with those features which the Japanese might consider sensitive. Thus Deed 86, from Tsuen Wan, and issued in 1943, is not only priced in Military Yen but dated by the Showa year. Furthermore, it was issued at the Kui Yik Soh (區役所) in duplicate according to Japanese practice, and is worded in ways which are more Japanese than the traditional New Territories formulations. However, the lots are enumerated according to the Block Crown Lease D.D. lot numbers: perhaps the Japanese suspicions of this system came to the fore later than 1943. It states that the transfer will be registered "hereafter" by "the officials in charge". Deed 90, from Tsing Yi in the Tsuen Wan area, in 1945, has a sale price in Military Yen, and is dated by both the Showa year and the year of the Republic, a compromise clearly acceptable to the Japanese and which appears on a number of deeds. The D.D. lot numbers are not mentioned. Deed 91 is also dated by both the Showa year and the year of the Republic. It dates from 1942. It is unclear whether the sale price is in Military Yen or Hong Kong dollars. Deed 94, also from Tsing Yi, from 1944, has a sale price probably in Military Yen, but is dated by the year of the Republic only: it does not mention the D.D. lot number. All in all, the Tsuen Wan deeds are far less traditional in tone and detail than the Sai Kung ones.

Deed 87 comes from Lok Ma Chau, near the border, and dates from 1943. The border was heavily policed by the Japanese, and the area was under effective day-to-day Japanese control as a consequence. This deed is dated by the Showa year and the sale price is denoted in Military Yen. It includes the D.D. lot numbers and details the Crown Rent, but states that these are the numbers used by the "old Government", a form of words likely to be acceptable to the Japanese. The deed mentions Stamp Duty and Crown Rent, but merely states that these will be for the purchaser to deal with. This deed is the only one from the Japanese period which specifically mentions the presence of the village community at the point of transfer, but the deed is so carefully worded to take account of Japanese susceptibilities that it would be very unlikely for any problems to arise to anyone because of its wording.

There are also two deeds from Shek Pik on Lantau, Deeds 89 and 93. The Japanese presence was strong on Lantau, as in Tsuen Wan and along the border.⁹ Deed 89, from 1943, is dated by both the Showa year and the year of the Republic. The sale price is in Military Yen ("the current currency"). The deed does not list the D.D. lot numbers, but states that a "booklet containing the details of the Land Survey" was also handed over at the same time as the deed, as part of the written "proof" of the transaction: this would have included the D.D. numbers. Deed 93,

also from 1943, is worded in a far more traditional way: the sale price is in Hong Kong dollars and the date is given by the year of the Republic only. There is no mention of the D.D. lot numbers.

Thus, the villagers adjusted their land deeds to Japanese susceptibilities to the degree that they were forced to by the effective presence or otherwise of the Japanese authorities. Where the Japanese presence was thin and light, especially in the wider Sai Kung area, the land deeds were essentially unchanged from before the coming of the Japanese. Where the Japanese presence was heavy, as on Lantau, and especially along the border and in Tsuen Wan, then the deeds show much more sensitivity to Japanese susceptibilities. Deed 86, issued in the Japanese local administrative office, is especially telling in this regard.

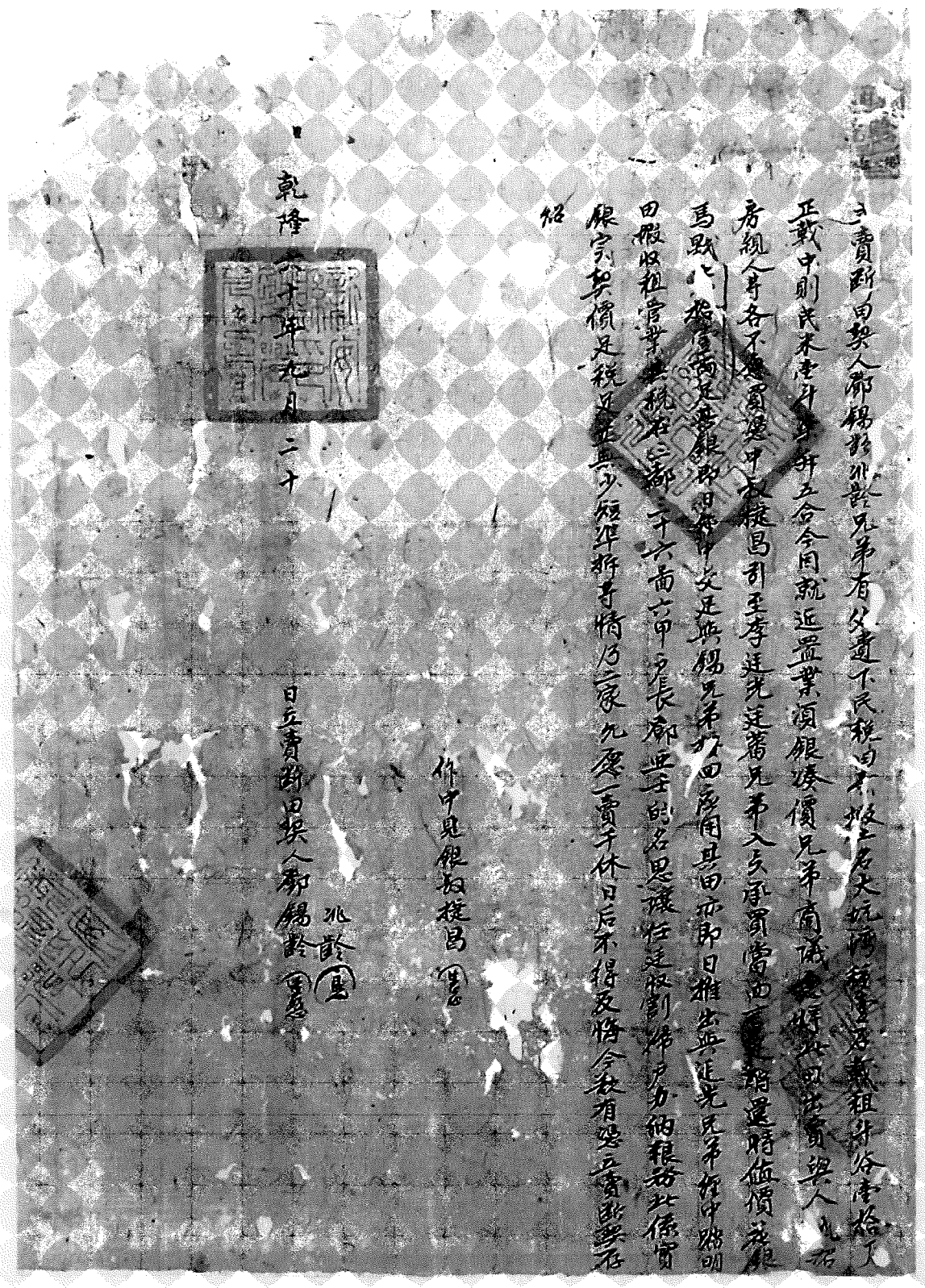


Plate 1

A Deed Registered at the Land Tax Registry (Deed 12, and see Deed 11)

賣斷由契人鄧錫齡兄弟有父遺下民稅向不繳上名大坑灣稅銀石載租斗冷索格下
 正數中則民未盡年并立合同就近置業須銀湊價兄弟商議將此田出賣與人凡有
 房親人等各不違礙中叔提昌引至李廷光廷舊兄弟入立承買當面言明還時值價銀
 馬默此稅銀兩是銀銀兩中父是與錫兄弟回房用其田亦即日推出與廷光兄弟中贈明
 田稅收租管業無稅石六亩六甲之長鄧亞士的名思讓任廷收割涕戶办納稅務此係實
 銀完契價足稅足並無少短準稱等情乃二家允愿一賣一買日後不得反悔今教有憑立賣斷契在
 此
 作中見銀叔提昌(印)

乾隆六十年九月二十
 日立賣斷田契人鄧錫齡(印)

Plate 1

A Deed Registered at the Land Tax Registry (Deed 12, and see Deed 11)

An Imperial Memorial (Kai Mei) (Deed 14, and see Deed 8)



Plate 3

An Imperial Chap Chiu (see Deed 11)

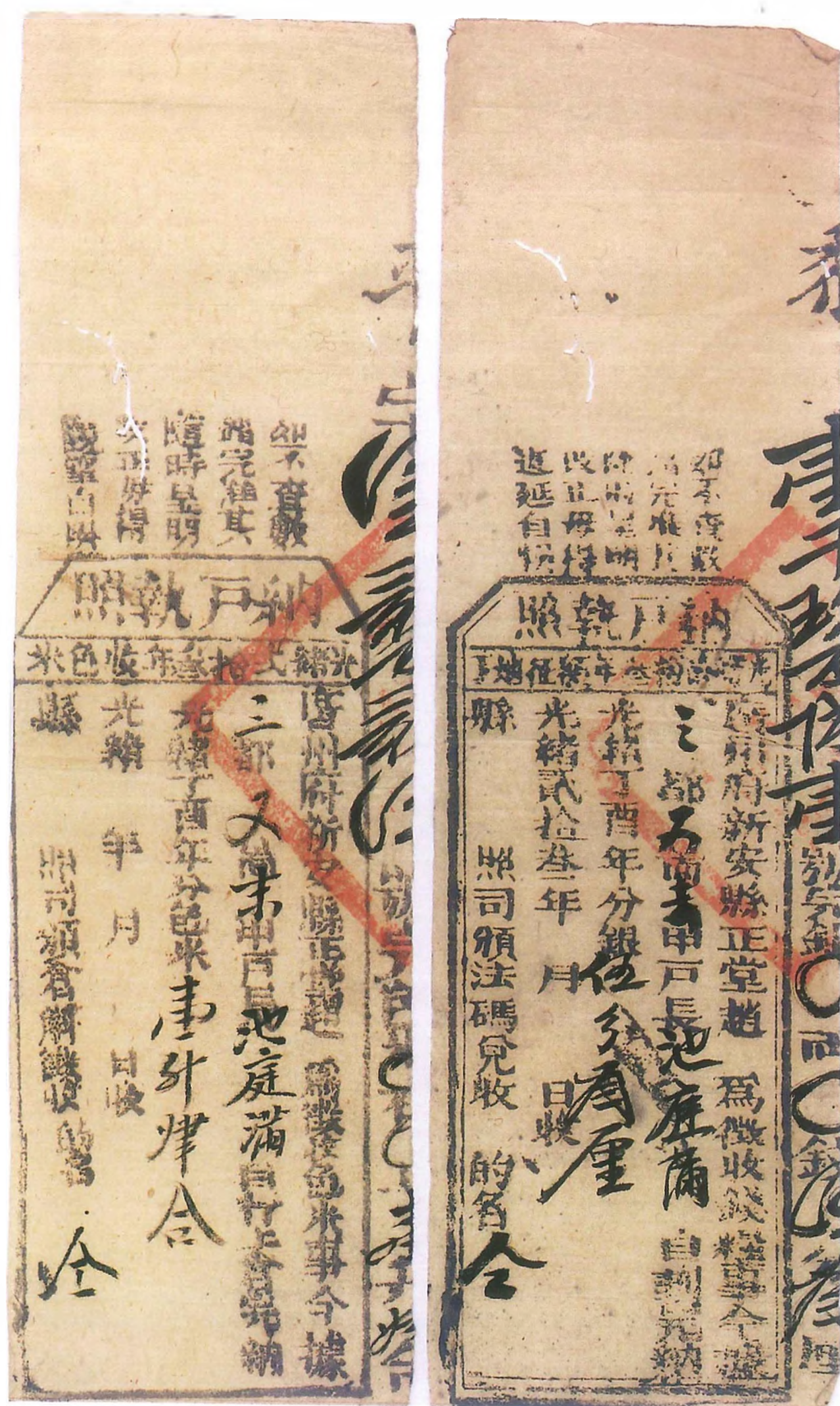


Plate 4

Imperial Land Tax Receipts (Deed 6)

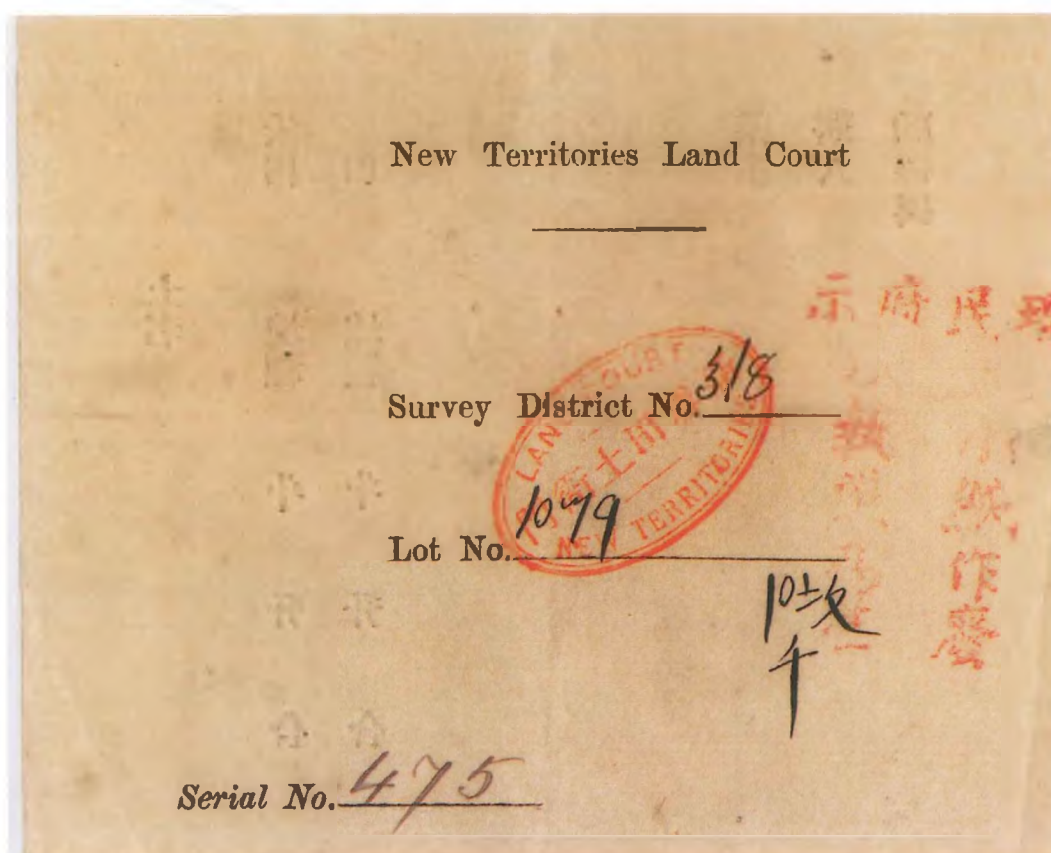
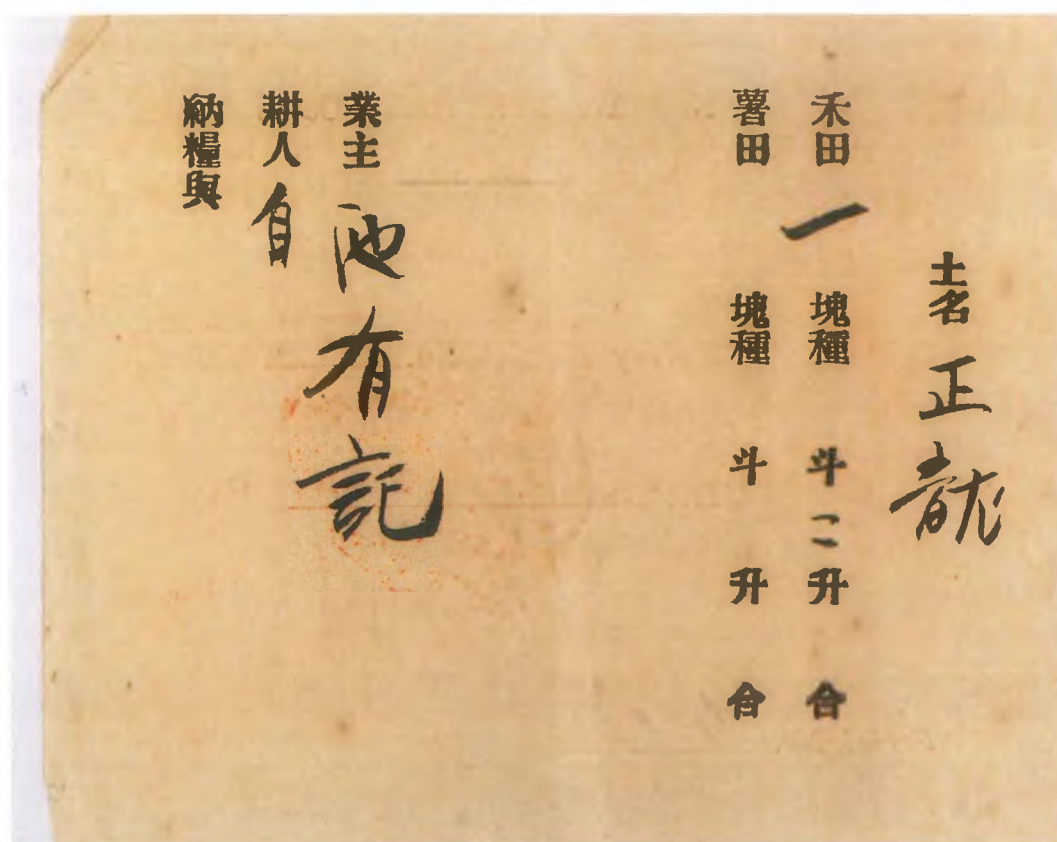


Plate 5

A Chi Tsai (see Chapter 3)

立賣老棄塚字人何昌立因先年祖父伯叔遺下有老棄塚一穴坐落土名南山
上壠田坐東向西葬因祖骸安妥棄之家中少銀用父子兄弟酌議應將
此塚出賣與人先招舊族人等各不能承後中人何晃明送至海下翁德金
父子出首承接時值價銀刻火元壹角四分正當日經中交足與何
昌立父子兄弟親手接回家中應用並無少短亦無債貸準等情累日任由
翁德金父子請師并立上下橫直以妥祖骸永垂不朽如昌立父子兄弟叔
侄不得異說等語倘或上手承歷不期不干下手承買人之事保賣主一力
理妥一賣千秋永無改贖此乃二家允書恐口無憑立字存此

作中人何晃明

光緒戊午年十一月廿日

立賣老坟何昌立 弟筆

Plate 6

A White Deed for an Abandoned Grave (Deed 43)



厘印總局

此為憑單用新看明印捐足額否

立遺斷永田字人許其富其昌因先年祖父遺下有永田塊種子一
斗正生落土名下洋大草埔英宜丈量第收約弓數習弓每年該
納粮銀毫出賣與人先招房親人等各不能承後請中人黃長
送與翁厚福堂子孫出首永接當面議定斷田價銀兩六九足此
銀即日徑中交足知其富其昌親手接回家中產米粮會項之急
其田亦即日當官過數交與厚福堂子孫永遠管業耕種如其富
兄弟不得阻抗異說生端反悔此乃二家允意一賣千秋永無收
贖恐口無憑立斷田一紙為據

作中人黃長

民國十八年七月十七日立遺斷田字人許其富其昌全(印)

Plate 7

A Deed (Absolute Sale of Rice-Land) on Stamp Duty Paper (Deed 70)

立退斷承田字人陳集^傳丁長因家用不敷叔侄酌議願將先祖遺下大埔禾田壹塊種子壹斗伍升正英官丈量第順九十約號數地百每年該納糧銀六廉正出賣兩人先招房親人等各不能承後請中人何仕欽送兩下洋前厚福堂父子承接當面經手議斷田價銀壹佰壹拾員足此銀即日交兩集^傳丁長叔侄接家中應用此田是日点明交過厚福堂父子管業而集^傳丁長叔侄不得刁難阻陞異說生端此乃式家允意一賣千秋永無收贖恐口無憑立斷田一紙交托為據。

見証人何仕欽

民國貳拾年五月十一日立斷承田字人陳集^傳丁長陳^義貴福西滿經手的筆



Plate 9

A Deed (Absolute Sale of Rice-Land) on Stamp Duty Paper (Deed 72)



厘印總局

此牌照用所聲明印捐足額否

立賣山稅牌照予人何王保今因家中口給不敷父子酌議將
將白沙澳下洋松山竹木柴草一切每年該納稅銀廿元本賣
人即請証人許楊保送與翁仕朝父子承首承接當日申面言明
時值價銀參拾捌大元足即日交與王保經手接回家中口給
之需此牌照即日點明界址東至牛湖澳西至鎮咀大路正峴南至水牛
澳北至禾塘仔四址交明交與仕朝父子永遠管業納稅種植斬伐而王
保併親兄弟叔侄不得異說立為憑立字為據。
代筆人何仕欽
作証人許楊保

唐民國十六年四月廿七日立賣山稅人何王保經手

此牌照白沙澳下洋附近西貢地處第壹手活字英設每年納稅廿元

Plate 10

A Deed (Absolute Sale of a Forestry Lot) on Stamp Duty Paper (Deed 73)



厘印總局

此為揭單用新看明印捐足額否

茲揭到翁仕朝香港通用銀元拾大元足當面手言明此銀任
由銀主隨意取還如若不還愿將何傳茂勝船艇等網典賣
抵足本利此乃兩家兄意恐口無憑立字為據

唐民國十四年八月廿二日五揭銀子人何傳茂全立

代筆人何仕欽

Plate 11

A Loan Deed on Stamp Duty Paper (Deed 80)

斷田契式

立賣斷田數人姓名今因家中少銀應用欲借無門
父子酌議愿將先年祖父遺有田一處坐落土名處
載實種仔斗大小塊每年完納宅租谷石出賣
斷與人先招房族人等不能承接後請中人姓名
送與姓名出首承接當日面言定時值田價銀大員
共重兩元兌足其銀即日分毫交妥並無少欠其田亦
即日点明文過與承承管業耕種如商工租下

歷不明不干承買人之事。係賣主理安。一賣百斷。永無
 無收贖異日而。名字孫房族人等不得借端反悔加價
 剗削等弊。此係二家允意。恐口無憑。立斷田一紙。交托
 存據。
 作中人。姓。名。在場人。姓。名。
 光緒。年。月。日。姓。名。全。

Plate 12

An Exemplar for a Deed (Absolute Sale of Rice-Land) (Deed 108)

立收田租數人白沙澳南山荔枝庄何劉葉林李許先祖從上水廖姓發有開墾田批
 今因界內小上名海下翁姓後任有田租錢每年完納查檢錄件法佰玖拾陸文正
 此租錢盡歸六合堂完納不得加伸異日倘若廖姓向海下討問租錢藉此端起衅
 呈官追究係六合堂理妥不得刁難翁姓恐口無憑立收田租數永遠存照

羅瑪堂

光緒貳拾肆年拾壹月拾伍日



南山荔枝庄何劉葉林李許
 白沙澳何昌吉林勝傳
 荔枝庄劉德亨李根璋
 立

Plate 13

A Deed of Agreement or Mutual Covenant (Deed 117)

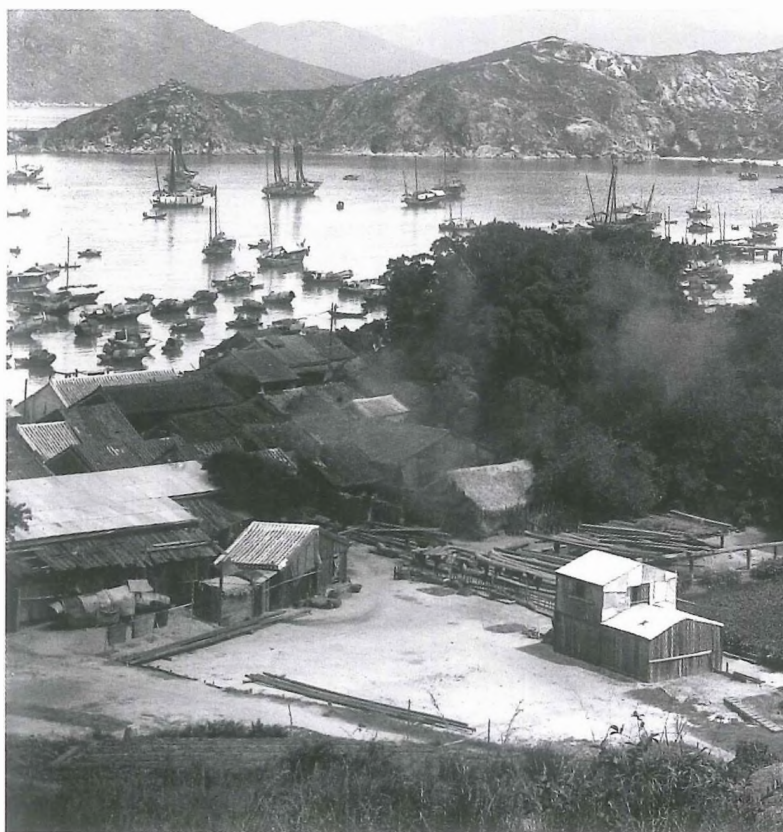


Plate 14

Cheung Chau, about 1910 (see Deed 24)



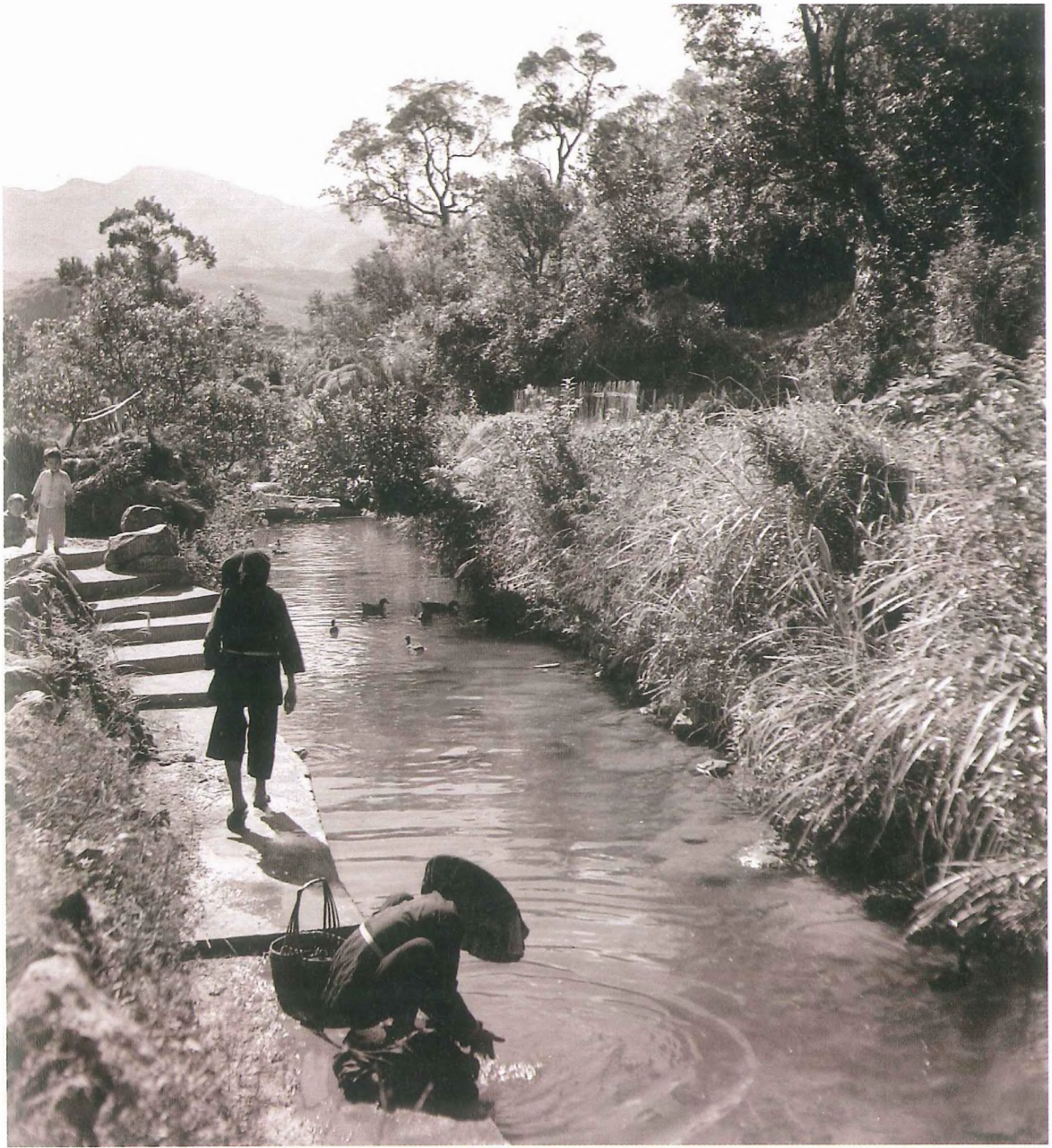


Plate 15

Women of Wu Kau Tang Village (see Deed 25, and others)



Plate 16

A House in a Hakka Village near Sai Kung (see Deed 23)

An Afterview

Before 1899 there was very little about the area which was to become the New Territories which was at all special. The area had a recorded history of almost 2,000 years, but, for most of that time, its history had been quiet and uneventful. The area was part of the Prefecture of Canton and fell firmly into the Cantonese cultural region. It shared the facilities and practices of the rest of that region – temples, schools, opera, annual and decennial rituals, social customs, traditions, dress, manners and etiquette, and general lifestyle. It was, however, a somewhat remote, rustic, and poor corner of the Prefecture. It was without towns other than the tiny inland market towns and a string of port-towns along the coast. It had few artisans. The villages of the area were mostly small, and hidden away in narrow valleys between the hills, separated by steep mountain paths. The inhabitants were, as a result, somewhat unsophisticated, conservative, and suspicious of outsiders. At the same time, the villagers were self-reliant, running their villages by themselves, and accepting little influence from any outsiders. If necessary, they were willing to take up arms to defend themselves and their independence. It was only with the foundation of the great City of Hong Kong in 1841, and even more after the area became part of the territory of Hong Kong in 1899, that the villagers suddenly found themselves close to an urban centre. From 1899, the New Territories started to become a suburban area, at first very slowly, but more and more quickly from the 1950s and even more so from the 1960s. Today, the area is, to most intents and purposes, part of the great metropolis of Hong Kong, dominated by New Towns and suburban housing estates, with agriculture a thing of the past.

In and before 1899 and to a great degree down to about 1960, however, the people of this area were overwhelmingly subsistence rice farmers, growing rice and vegetables on the tiny fields which surrounded their villages, and living off what they grew. As such, control of the fields on which they depended was a matter of great importance to them. A system of Customary Land Law was in place by

which this control was articulated. It was a coherent and workable system, with a surprisingly sophisticated and flexible structure of legal concepts. This system, given the absence of lawyers and the villagers' great reluctance to take disputes to any law court, was designed to be enforced by village public opinion, as expressed in meetings of villagers, but without much formality. Every villager was expected to know the basic parameters of the system and to take whatever action was needed to support and defend it, as part of his village community.

The incorporation of the New Territories into the territory of Hong Kong led to a great deal of information on the Customary Land Law of the New Territories being recorded, especially through essays on the system written by officials of the Hong Kong Government. Information on the local Customary Land Law is also to be found in the significant numbers of surviving land deeds from the area. The Customary Land Law of the New Territories disclosed by this information allows us to see into the pre-modern villager's world, in a way nothing else can do to quite the same degree. By studying this Customary Land Law, it is thus possible to get a better idea of how the villagers lived, thought, and worked, how they settled disputes between themselves, and how they managed to control land and its alienation without access to any sort of formal legal infrastructure.

The customary land deeds are simple, but do what they set out to do clearly and effectively. They were enforced, if necessary, by the public opinion of the village community. It is thought-provoking to see how effective this was: even though village public opinion was all that kept the system working, it did so with great efficiency. Equally, it is salutary to see, despite what seems a very simple and unsophisticated society underlying the Customary Land Law, yet how flexible and effective an instrument the villagers made of it. This is particularly so where the customary trust was concerned, which was made an efficient vehicle for every possible village need, from the largest and most complex to the smallest and simplest.

The Customary Land Law thus disclosed was, in many ways, very ancient. The basic legal concepts, even some of the very turns of phrase in the local customary land deeds, are very close to Sung and even Tang legal ideas and practices. This means that many of the concepts of the Customary Land Law of the New Territories as they were being put into practice at the end of the nineteenth century must have been in existence in the area ever since it was first settled, in the Southern Sung, nearly a thousand years earlier.

At the same time, the local New Territories Customary Land Law had evolved a system of dual owners of all land, one landholder being a perpetual tenant, holding the right to till the soil, and the other having the right to receive a rent-charge from

the perpetual tenant and paying the Imperial Land Tax, if any. This system was found over much of South China, but the New Territories variant of it had some unique features, especially the existence of dual ownership over land which paid no land tax, or very little. This system does not date back to the Sung, but seems to have grown up in the New Territories area over the period between two and five centuries before the incorporation of the area into Hong Kong.

When the New Territories became part of Hong Kong, the new administration accepted that the Customary Land Law should remain in being as the local land law. The new administration surveyed the area, in order to find out exactly what land was there and who was the landholder of each lot, with a view to issuing new land leases for it. This survey, the Block Crown Lease Survey, forms another essential component of the information we have on landholding in the area. The only major changes introduced by the new administration were the Block Crown Lease enumeration of every lot and the almost total eradication of the old dual ownership system.

In parts of China, by the later nineteenth century, land seems to have been “commodified”, that is, land had begun to be treated in a modern manner, as a commodity, to be bought and sold without restraint as the vendor and purchaser saw their financial advantage to lie. This seems to have been true, however, only of urban and suburban situations, or of other areas with better than average access and communications. In the New Territories, these changes had not taken place. Here, the older legal ideas, centred on the view that land inherited from the ancestors was held as an informal “trust” from them for the descendants, were still fully in place and universally considered to be the only right way to control and alienate land.

The Customary Land Law was a pre-modern system of law. Hence alienation of land was to be achieved by a series of formal public acts, articulated orally. Many alienations were concluded entirely orally, without any written document being produced, merely by the correct undertaking of these formal acts, conducted in the sight and under the witness of the village community. Written land deeds, if they were prepared, were issued as evidence that the vital formal acts had been properly completed: they recorded the alienation, but did not achieve it.

The Customary Land Law was effective and comprehensive, so long as the villages of the area remained as a pre-modern subsistence society. It was simple enough that it could be understood by the villagers and it needed no specialist legal training to comprehend. The rules and concepts of the law allowed everyone to know who owned what land, under what conditions, and the limits of the rights of the landholder. It had functioned satisfactorily for a thousand years, and was still functioning satisfactorily into the 1950s. However, it could not continue to function once the New Territories became engulfed in the urban area.

Today, there is almost no agriculture surviving in the New Territories. Many villages in the hills, without road access, have become abandoned, and the arable land around them lies derelict. Other village areas, close to major roads, find their arable land now worth thousands of dollars per square foot. If the land is accessible and well located, it is worth huge sums: if it is inaccessible and remote, it has little or no value. In other words, arable land in today's New Territories has development value, but not subsistence value: its value is now no longer based on how much rice it can carry, but how much concrete. The Customary Land Law could not cope with this change. Sung dynasty legal concepts were found to be incapable of managing modern urban or suburban land transactions.

Even as early as 1903, this problem can be seen arising, as land developers started to buy up arable land for development in the Kowloon City area. The restraints of the old legal system could not withstand the temptation of the huge sums offered by the land developers. Nonetheless, even though such cases continued to appear, and more and more frequently as time passed, even as late as the 1950s most arable land in the New Territories north of the Kowloon hills was still seen as being held under the Customary Land Law, and alienations were still mostly conducted in accordance with it. Most of the area was, at that date, basically still a subsistence society; the old law was still effective in controlling land there.

However, over the last fifty years, a great change has occurred. In many still-populated villages, most of the younger villagers are either working abroad or commuting into the City for work. Everywhere the village communities are losing a certain degree of coherence as a result. The Small House Policy has allowed huge numbers of new three-storey houses to be built in road-accessible villages, but the great majority of them have been sold off to outsiders who are not part of the village community. These outside purchasers are not willing to buy without the protection of land deeds drawn up by lawyers in accordance with the dictates of the modern Hong Kong law on conveyancing.

As a result of these developmental changes, the Customary Land Law has withered away as a living legal system. Fifty years ago, the system was still functioning; now, all that is left are a few disjointed fragments, mainly for land owned by customary trusts, surviving like fossils in the bedrock of modern Hong Kong law. New Territories land is now, to a large degree, valued as a commodity like any other, to be bought and sold freely at the owner's absolute discretion. The Customary Land Law is, to a large degree, now a matter of history and it has ceased to exist as a living entity, along with the subsistence rice-farming economy and society which it supported and which sustained it.

At the same time, while the system is no longer functioning, it survived into the recent past. It is now only a historical memory, but there are still men alive today who grew up in villages where it was fully in operation. Discussion with such elders makes the study of the system particularly satisfying: the Customary Land Law is a significant part of our past, but it survived to within living memory.

The Customary Land Law of the New Territories was a complex and flexible legal system. Elucidating its legal concepts and practices is a fascinating process, and essential if we are to achieve a true understanding of the traditional life and society of the New Territories. Study of this legal system is, therefore, important to an overall understanding of the local past. At the same time, pre-modern legal systems are of great interest in themselves. Taking the system as a whole, it is impossible not to admire the robust common-sense of the village communities which ran it and lived by it. The local New Territories Customary Land Law was ideally suited to manage the affairs of the subsistence rice-farming society of the area. It has withered away with the ending of that society, but it is no less admirable and interesting for that.

Part 3

Customary Land Deeds



Introduction

Origin and Range

The 119 land deeds here transcribed and translated are a representative sample of the traditional land deeds of the New Territories (about 300 land deeds of this character are known to survive). Deeds have been chosen for transcription and translation from as many village areas of the New Territories as possible.

Most of the deeds chosen for transcription and translation here come from the various collections of traditional village land deeds which are currently known. There are nine or ten of these. The first is a collection of deeds from Wo Hang Village. These are the deeds of the third *fong* of the Lee (李) clan of that village, discovered by the author, of which a photostat set has been put on deposit in the Central Library of the Leisure and Cultural Services Department, Hong Kong. There are some sixty deeds in this collection, dating from the third quarter of the eighteenth century to the Japanese Occupation period, all relating to the communal holdings of this branch of the clan in and near Wo Hang. The second is a collection of some dozen deeds, also belonging to the Lee clan of Wo Hang, and covering a similar time period, extending down into the 1930s, but referring to land near Sha Tau Kok Market. These were also discovered by the author and the originals are now deposited in the Central Library. A third collection, of some twenty deeds, refers to land at Wu Kau Tang (烏蛟騰) Village. Most of these relate to transactions during the third quarter of the nineteenth century, mostly relating to the family of Lei Sze-shing (李仕勝) of that village. The author has a photostat collection of these deeds. A collection of about fifty original deeds, dating from the 1870s to the 1940s, from the papers of Yung Sze-chiu (翁仕朝) of Hoi Ha Village, discovered by the author and Dr David Faure, has now been put on deposit at the Central Library. This collection all refers to the holdings of Yung Sze-chiu and his immediate family.

The remaining collections were put together by Dr James Hayes, mainly during his government service in the New Territories between 1957 and 1962, and between 1975 and 1982. Some are original deeds, but many are photostat or hand-transcribed copies of original deeds now no longer available. Although, in the notes to the deeds as transcribed and translated below, these deeds are all described as being “from the collection of Dr J.W. Hayes”, copies of them are, in fact, now all deposited in public collections, predominantly in the Hong Kong Public Records Office.

The deeds collected by Dr Hayes include about forty-five original deeds from Shek Pik Village, on Lantau Island, given to him by an elder of the Chi (池) clan of that village in 1960. These comprise deeds relating to purchases by members of that section of that clan from men of other Shek Pik clans, and earlier deeds relating to the same property passed to the Chi family when the property was purchased. There are also papers about an eighteenth-century division of family property, and an appeal to the elders subsequent to this division (Deeds 103–104), and others relating to the operation of money loan associations in the village (including Deed 58). These Shek Pik papers are now in the Permanent Collection of the Art Museum of the Chinese University of Hong Kong. In addition, photostat copies of these and other, later, deeds from Shek Pik are held by the Hong Kong Public Records Office, together with some translations made by the District Office, South/Islands.¹

Dr Hayes also had a copy transcribed of a notebook from Pui O village in which fifteen deeds relating to the family of Cheung Kwong-tsuen, 張廣全, were copied. This notebook probably contains a copy of every deed issued for land transactions the family was engaged in between about 1891 and about 1903, with some earlier deeds as well.

The collection of Dr Hayes also includes smaller groups of original deeds, as well as copies taken from other deeds loaned temporarily by their owners, together with miscellaneous individual documents from scattered locations. The former comprise deeds from several places on Lantau Island, and some from Sai Kung, Tsuen Wan, Tsing Yi, and the Sheung Shui and Ho Sheung Heung areas. The latter include copies of deeds from Tai O on Lantau Island, Cheung Chau, and Peng Chau. Among these deeds are a number relating to transactions (deeds of absolute sale and deeds of mortgage) dating from the period of the Japanese Occupation of Hong Kong (1941–45), some of them copied from files kept in the Islands and Tsuen Wan District Offices.

The more significant documents from the smaller groups collected by Dr Hayes are the two woodblock-printed perpetual leases of 1729 and 1807 from Pui O (Deeds 19 and 21), the 1721 Deed and Memorial (Kai Mei) from Shap Long, on

Lantau Island (Deeds 7 and 8, 1772, 1776), the twentieth-century deeds from Tsing Yi and Tsuen Wan relating to sales of “pine hills” and pineapple plantations (Deeds 74–76), and the important perpetual tenancies issued by the Liu clan of Sheung Shui for Tai Om Shan in 1773 (Deed 20), and for Wo Liu in 1868–97 (Deed 23). The twentieth-century deeds from Shek Pik and (especially) from Tsuen Wan are also of considerable interest.

The decision as to which land deeds to transcribe and translate was based on the condition of the deed (many have holes or tears in them, leaving sections unreadable or missing), on the intrinsic interest of the deed in question, and on the representativeness of the deed.

At the same time, as wide a range of transactions as possible has been included, to allow an understanding of the similarities and differences which appear within these traditional deeds. Well over half of all the traditional land deeds known to survive from the New Territories are deeds referring to the absolute sale of rice-land and a substantial number of such deeds are included here to give some breadth to the selection. Deeds of mortgage (redeemable sales) and loans secured by land put up as collateral are also included, as well as a small number of deeds referring to *tei kwat* rights.

Village scholars drew up land deeds from handwritten booklets of exemplars. Six deed exemplars are also included, taken from two of the surviving exemplaries (see Plate 12). They are included here to give some idea of the sort of material village scholars had to help them in drawing up deeds. There were no textbooks or formal legal books available to these scholars, and these exemplaries were vital in the production of deeds and in the continuing vitality of the local customary legal tradition. Scholars copied out these exemplaries by hand from those held by their teachers or scholar friends in other villages. In this way, by the slow circulation of exemplaries around the area, the format of deeds was standardised, and this helped to stabilise the whole Customary Land Law system.

A small number of documents are included which are not, strictly speaking, land deeds, but which throw considerable light on the Customary Land Law. These include decisions reached in lawsuits and other documents issued by the imperial authorities (these documents are listed as “deeds” below for the sake of uniformity).²

There are also a few “deeds” included which are not related, or not immediately related, to the holding of land. Villagers used “deeds” (that is, documents issued using the standard customary land deed format, and which the villagers called “deeds”, using the same characters as they used for land deeds) for a number of transactions which they felt needed to be covered by a formal written document,

but which are peripheral to the holding of land. Two deeds are thus included relating to the management of Buddhist religious houses (these documents hand the premises over to a chosen religious, and detail the terms under which the religious is to hold them).³ Two “deeds of mutual covenant” or “deeds of agreement” are also included.⁴ One sets up a fund for village expenses, into which every villager going abroad was obliged to contribute a set sum; the other is an agreement by the North Sai Kung villagers to combine together to oppose their *tei kwat* landholder, who was trying to increase the money collected from them. Both are from Hoi Ha Village. Finally, there are two deeds of sale of a child.⁵ Sale of a child was seen as a serious matter and the villagers felt that such a transaction should be covered by a written “deed”.

These six “deeds” are included for the sake of completeness, to give examples of all those sorts of written documents which villages called “deeds” and which were drawn up in deed form. They are not land deeds, or not immediately, but they are worthy of study as “deed-type” documents.

The Deed: Physical Layout and Structure

All the traditional deeds known as originals from the New Territories exist as single-sheet handwritten documents, with the exception of a few leases issued by the Lei Kau Yuen Tong on Lantau and the Wong Wai Chak Tong on Cheung Chau, and the memorials issued by the Land Registry in the County Yamen, which were single-sheet, woodblock *pro forma* prints, with blanks to be filled in as appropriate. With the exception of these woodblock-printed deeds, all those dating from before 1899, and some of a later date, were written on single sheets of standard village paper: rather coarse, yellowish-grey in colour, and usually about two feet long by about one foot wide (see Plates 1 and 6).

The lines of characters in these deeds always start close to the right-hand side of the sheet. The first character of the first line is always the same. This initial character is always 立, “issued”. This character usually stands above the upper margin of the rest of the text: it is sometimes also written larger than the others. No other village document starts with this character. This practice makes it very easy to identify land deeds from other papers: riffling through a stack of paper, the land deeds leap to the eye because of the prominent position this character invariably occupies. Even at a single glance, it is very easy to identify a land deed.⁶

The characters, at least in well-written examples, are well spaced and large and easy to read. Some deeds are written calligraphically. Most are written in a

workmanlike and practised hand. A few are written more poorly; a very few are barely literate.⁷

There is an upper margin to every deed dating from before 1899, in which only the initial character, 立, and the initial character of the dating clause (the first character of the imperial reign title) is written, but the characters usually run down close to the right-hand edge of the sheet to the very bottom, so there is rarely a right-hand margin, or a lower margin. The characters of the main text are written in columns which are close together. This is so that it would be impossible to insert a fraudulent column of additional characters into the text after the deed was agreed and issued. The main text of the deed in most cases ends with the character 照, sometimes written 炤, meaning “record” or “evidence”. In deeds from Hoi Ha and a few other villages, the last character is usually 據, with the same meaning; in some other villages, yet other characters with the same meaning are found in this position. This character is the last character of the final clause of the main text of the document, which has the meaning that the deed is issued as a formal, permanent record: “Now, wishing to have proof, this deed ... is issued today as a permanent record” or “Fearing that a verbal agreement has no force, this deed ... was produced and handed over as evidence”. This final clause is so standard, and so obviously final, that there can be no doubt for any reader as to where the main text ends. It would, therefore, not be possible to add a fraudulent final sentence to the text after the final clause.

Few deeds have a heading or title: the initial clause provides the essential information needed by anyone wanting to know what deed it is they are looking at. The initial clause always gives the type of transaction involved (absolute sale, mortgage, etc.), and the name of the vendor. Since this clause always stands at the same place in each deed, it is easy to check through a large number of deeds and pick out the individual deed or deeds wanted, quickly and simply.

After the main text is finished there is a blank column, and then the witness list and a dating clause is written. The witness list is usually written immediately after the blank column, usually in the lower half of the sheet, with blank space above it. Then there is a second blank column, and then the dating clause is written: the first character of the date (the first character of the imperial reign title) is usually entered, like the first character of the first line, in the upper margin. The date usually occupies the upper half of the sheet only, and is followed by the ascription or signature of the issuer of the deed: this is often written with the characters spaced out so that the final character lies at the bottom edge of the sheet. This final phrase basically duplicates the initial clause and gives much the same information (although

often in slightly different words): it often ends with the character 立. This final phrase occupies the bottom left-hand corner of the deed, and, as with the introductory clause in the top right-hand corner, makes for easy and speedy identification of individual deeds. The left-hand edge of the sheet is usually left blank: sometimes, as much as three or four inches of blank left-hand margin are found. This space was used for endorsements or marginal notes: sometimes the gap between the main text and the witness list was similarly used for endorsements or marginal notes. These endorsements or marginal notes, however, were always clearly separated off from the main text, to avoid any fraudulent attempts to add text to the deed.

Deeds dating from after the takeover of the New Territories by the Hong Kong government down to the coming of the Japanese at the very end of 1941 were mostly written on pre-printed Stamp Duty paper (see Plates 8–11). This was paper printed by the government with the heading 厘印總局, “Stamp Duty Office”, in red, surmounted by a crown-and-shield device, also printed in red. Down the outside of the right-hand margin was printed the statement 此為揭單用所看明印捐足額否: “This should be used for paying duty in advance: see from the stamps if all duty has been paid or not”. These papers were sold as deed-blanks by the District Office. Since effectively all the New Territories land deeds were assessed as falling within the lowest revenue band (5¢, later 10¢), the revenue stamp for this sum was stuck on before sale of the blanks, so that the villagers could write the deed out and have it registered without having to worry about the taxes due, these having been paid at the time the deed-blank was bought. When the deed was presented for registration, the revenue stamp was then cancelled by impressing over it an embossed seal bearing a crown and the date of registration. Deeds written on these papers were legally valid once the embossed seal was fixed, and could be registered in the Land Registry, having the necessary Stamp Duty pre-paid. The villagers quickly came to like this system: the Stamp Duty imposed was very modest, and the embossed seal was seen as giving the deed the same status of unequivocal validity as the old red deed.

Below the heading of a pre-printed Stamp Duty paper was a space for writing the deed, 4 inches by 7½ inches, outlined with a printed red line, to frame the space to be used for writing the deed. The paper itself was white and of good quality.⁸ This printed frame did not extend to the outer edge of the sheet, but left a margin on all sides of about half an inch. The space available for writing the deed was thus very much smaller than that normal in earlier times. The conventions used for writing the deeds remained basically the same. The first character of the first and last lines was not written above the upper margin of the rest of the text, presumably because

of the restraints of space arising from the small area available for writing, and also because the use of Stamp Duty paper immediately identified a deed, so the need for the ㄚ character to stand out disappeared. The witness list occupied the lower half of the sheet, with blank space above it and on either side, as before, although restraints of space sometimes required the witness list to be rather cramped. The text usually occupied the whole sheet down to the inner edge of the lower limb of the ornamental red frame: no deeds strayed across the frame into the margin. If the purchaser, subsequent to the purchase, wished to add a marginal note, this would be written outside the left-hand margin (see Plate 10). Because the space available for the text was so much less than in the earlier deeds, the characters were written much smaller, occasionally leading to problems in reading them.

Under the Japanese, because Stamp Duty paper ceased to be available for sale, most deeds reverted to the older format and size.

The Deeds: Drafting

In the attached selection of deeds, there are no two documents which are identical or almost identical in format or wording, but almost all of them are very similar: there is a very clear and easily recognisable “family resemblance” among all the New Territories deeds.⁹ The deeds for the absolute sale of rice-land thus consist in almost every case of a series of clauses, usually twelve or thirteen in number, plus a final section comprising a witness list and dating clause. These twelve or thirteen clauses normally appear in much the same order in each deed and give the same basic information in each case. Deeds for mortgages (redeemable sales) follow very much the same pattern.

However, the actual wording depended on the taste of the village scholar who drew up the deed. None of the deeds was ever likely to have to be defended before a Court of Law. None of the exemplaries from which the deeds were drawn up was in any way a legal text or textbook, but merely made suggestions for the guidance of the scholar, who was entirely free to change the wording as he saw fit. Each such scholar would have had access to one or several handwritten exemplaries, and would have drafted the deed taking phrases from these exemplars, and from any deeds he might have for his own property, often one or two clauses from one exemplar, and several from another, but varying them according to his own view of what was appropriate, clear, and unambiguous. The desire for “elegant variation” caused scholars to vary the terms they used, often from deed to deed, sometimes from clause to clause within a deed.

Some of the more striking cases of elegant variation are in the characters used for “deed” (契, 字, 紙, 數, or 契字) (in the exemplars, 契 and 數 are used). The meaning of these variants is, strictly, “this deed”, “this writing”, “this paper”, “this statement of account”, and “this written deed”, but there seems to be no material difference between the five phrases: all five are here translated “this deed”. These variations in wording seem to be purely elegant variation, at the village scholar’s whim. In some deeds, the document is called by more than one of these terms in the same deed.¹⁰ Other examples of elegant variation are in the characters used for “discussed together” (i.e., in the family council), where 謫議, 商議, and 酌議 are found (in the exemplars 酌議 and 商議); in those used for double-cropping “rice-land” (田, 禾田, 苗田, or 水田) (as well as 地 or 輦, which are used for “hill-paddy”, with a difference in meaning); and in those used for “absolute sale”, where a great number of variations are found, including 杜絕賣, 斷賣 (or 賣斷), 離根賣, 退斷, 杜斷, and even the simple 賣 (in the exemplars 賣斷). Again, different characters for “absolute sale” are quite frequently found within the same document.¹¹ None of the characters in any of these sets of variations seems to hold any meaning differing from the others: they are just used for reasons of elegant variation. Much the same is true of the characters for “mortgage”, where, as discussed above, 典, 當, and 按 are found, without apparent distinction in meaning. Several deeds of mortgage call the same transaction by different terms within the same deed.¹²

塊 (Deeds 37 and 72) and 坵 (Deed 34) are used, apparently without distinction of meaning, as classifiers for fields. In other deeds (e.g., Deed 9) a classifier 垵 is used, which is a local character, not found in dictionaries.

Notes on the Transcriptions

The notes attached to the deeds transcribed sometimes repeat information given in the analysis above. They give the information in greater detail.

In the deeds as transcribed below, all punctuation has been added. Where the original uses a simplified character, the transcription shows the standard character (many of the simplifications used are non-standard simplifications used only in the area): where, however, the original uses one standard character as a simplification for another, the character actually used is printed. Where the transcription states “<mark>” the original has an ink-drawn circle, and where it has, for example, “<公·心>”, the original has the characters written inside an ink-drawn circle. Where the transcription has “[--]”, there are a number of characters missing (usually because of damage to the original) or unreadable (the number of dashes within

the square bracket indicates the probable number of characters lost or unreadable). Where the transcript has, for example, “[其錢]”, the characters are missing from the original, but can be supplied from context or from some other source. Where the transcript has “...”, without square brackets, the original has left a blank. In the transcriptions, standard numbers (“1”, “2”, “3”, etc.) are used where, in the originals, “market numbers” are used. Standard Chinese numbers are not used since this would suggest to the reader that the original deed had such standard Chinese numbers. This is done because of the difficulty of printing “market numbers”. “Market numbers” can be seen in Plates 5, 7, 8, 9, and 10.

10
11
12
13

14
15
16

17
18
19

Pre-British Period Deeds (Deeds 1–68)

Documents Giving Details of Lawsuits before the Magistrate or the High Provincial Authorities, and Other Documents Issued by the County Authorities

Note: Some of the documents in this section are not land deeds, but records of decisions in legal cases relating to the holding of land. They are included here since they throw considerable light on the Customary Land Law, and on how it was regarded by the imperial authorities.

(1) Document Relating to a Dispute over *Tei Kwat* Rights (Tap Mun), 1744

葉徐送產碑

蓋聞山不在高，神顯英靈；產不在多，明德薦馨。余等有土名佛塔門、大浪、蛋家灣、南蛇、爛坭灣、浪茄等處稅田，以及村場、山所，指不勝屈。惟茲佛塔門，座擁海心，虎嘯龍吟，山明水秀。先年東官魚客首事胡文壽等，建立天后娘娘廟宇。至後雍正年間，廣造重修。余等悉將佛塔門稅田、山場，坐落新安，稅懸東莞，奉送神宮，以為千秋祀典。輕微薄業，聊表愚誠。由是宮闕巍峩，神恩浩蕩。客商來往灣泊，共荷洪庥；大小漁船，咸沾澤庇。而且人民叢集，燈火燦煌，雖塔門之大觀，實由徐、葉送出。迨被土棍潘卓懷，黃龍等，藉荒佔熟，冒承稅田。乾隆六年，訐控府憲，批：仰新安縣爺，勘丈明塔門、大浪、南蛇灣等處稅田、山所、村場係徐、葉二姓原業。詳憲批斷：仰將原丈稅田三頃九十六畝，給還徐紹勳、葉昂申等收管，不許潘，黃藉荒佔熟。取具遵依。此雖府縣之廉明，實賴神恩之默祐。合將本廟管下週圍至水為界田地、山場一所，奉酬豎碑，以垂永久。凡我子孫，不得藉稅生端；流棍土豪，亦不得踵轍冒墾，致生控究。為此勒碑，永垂不朽矣。

計開：先年送契一張，付在東勝會首事收貯：一，土名坦尾、車灣、仰塘、蛇粥。佃人李閏生、李茂奇、施四公。另彭姓稅田二畝，未入送內。

乾隆八年八月 吉日

沐 恩東官弟子徐紹勳、葉昂申、謹識

Inscription relating to the donation of land by the Yip and Tsui families

Now, it is well known that a mountain is more than just height, yet the marvelous power of the deity stands out; possessions are more than just quantity, yet the deity's great power is hugely evident. In this area, there is taxed land in our possession at Fat Tap Mun, Tai Long, Tan Ka Wan, Nam She, Lan Nai Wan, Long Ke, and elsewhere, including the sites of the villages and the mountainsides, a great amount, too much to be counted on the fingers. Now, of these, this island of Fat Tap Mun stands on its own in the midst of the sea, a place where the tiger roars and the dragon cries, a beautiful island set in a delightful sea. Now, some years ago, Wu Man-shau, the Headman of the Tung Kwun fishermen, and others, founded a temple to the Lady Tin Hau here. Later, in the Yung Ching era [1723–35], it was restored and enlarged. Now, all our taxed land and mountainside in Fat Tap Mun lies in San On County, but the tax is registered in Tung Kwun County. It was all donated to the temple, to serve the ritual needs there forever. This was only a small amount of property, but a sincere if simple offering. By it, what was inadequate in the temple was made splendid and lofty, and the spiritual power of the deity flowed out like a flood. Outsider merchants came and moored in the anchorage, who all showed their gratitude for the divine protection. Big and small fishing boats; all received the benefits of being sheltered by the deity. Furthermore, crowds of people came there, and the lights of their residences twinkled on every side. Now, all this development at Tap Mun was due to this donation made by the Tsui and Yip families. Now, it happened that Pun Tseuk-wai and Wong Lung, local bullies, with others, claimed that they had opened this land from the waste, made it usable, and thus claimed the right to register it for taxes; in Chien Lung 6th Year [1741], the case was brought before His Excellency the Prefect, who endorsed a petition from the San On Magistrate, to the effect that the taxed land at Fat Tap Mun, Tai Long, Nam She Wan, and elsewhere, including the mountainsides and the sites of the villages, was all from of old the property of the Tsui and Yip families. His Excellency accordingly ruled that, in accordance with the old measurement, 396 *mau* of taxed land there must be returned to Tsui Shiu-fan and Yip Ngong-san and the rest, for them to manage: he rejected the claim that Pun and Wong had opened

these lands from the waste. This ruling was obediently complied with. This result was due to the virtue and incorruptibility of the Prefect and Magistrate, but in truth it was thanks to the great spiritual power of the deity. It was agreed that the area managed by this temple extends down to the sea, and includes the mountainside above, and that a tablet should be erected, so that a record be left for ever. As for all our descendants, they must never use taxes as a pretext for causing trouble, neither may any vagrant local bullies use this case as a precedent to claim that they have opened new land. If any such thing occurs, they will be prosecuted. This tablet is thus erected that these things be not forgotten.

(*Addition*): Some time ago a deed was issued to the Headman of the Tung Shing Wui for him to keep, covering one place called Tan Mei, Che Wan, Yeung Tong, and She Tsuk, of which the tenants are Lei Yun-sang, Lei Mau-kei, and Sze Sze-kung. There remain two *mau* of taxed land belonging to the Pang family, which have not yet been handed over.

A Lucky Day in the 8th Moon, 8th year of Chien Lung [1744]

Respectfully erected by the descendants from Tung Kwun, Tsui Shiu-fan and Yip Ngong-san, with every care.

(Tablet in the Tin Hau Temple, Tap Mun; printed in 香港碑銘彙編 [The Historical Inscriptions of Hong Kong], 科大衛、陸鴻基、吳倫霓霞 [David Faure, Bernard Luk, Alice Ng], Urban Council, Hong Kong, 1986, Vol. 1, pp. 27–28)

Note: Tap Mun is a small island at the entrance to Tolo Harbour, on the eastern coast of Hong Kong.

The Tsui and Yip clans were the holders of the *tei kwat* rights for much of the coast of Mirs Bay, including Tap Mun Island. Since the tax on this land was registered in Tung Kwun County, the Tsui and Yip clans probably registered it for tax before the separation of the County of San On from the County of Tung Kwun in 1573. Fishermen started to use the anchorage at Tap Mun, probably from the late seventeenth century, and built a temple at the head of the anchorage to Tin Hau, the goddess of seafarers. The Tsui and Yip clans donated their taxed lands on the island to the new temple (although it seems likely that the Tsui and Yip clans remained responsible for paying the land tax). This donation would have included rights over the adjacent untaxed waste lands ("the mountainsides"): this would have included the right to approve the opening of waste land for housing, the cutting of fuel on the hill-slopes, and the use of the adjacent sea-bed for breaming. By donating this taxed land to the temple, the Tsuis and Yips were, in effect, thus donating to the community settled on the island the right to manage its own affairs. The community of new residents formed a new communal trust (the Tung Shing Wui) to run the temple and community. The new settlement grew very fast during the first half of the eighteenth century, and there can be little doubt that the islanders are correct in saying that all this growth was "due to this donation

made by the Tsui and Yip families”: the right of self-management effectively thus donated would have made the new settlement very attractive to incomer merchants. However, two opportunists in the middle eighteenth century claimed that the Tsuis and the Yips had no rights to the “mountainsides”, the waste land adjacent to the area on which they paid land tax, but had legal rights only to the tiny area they paid tax on, and that these waste lands were thus, in accordance with the normal Imperial Land Law, open to anyone to register for the land tax. Had they succeeded in this claim, the opportunists would have been able to charge rent from all the residents on the island, plus taking the fees for cutting fuel, breaching, and anchoring in the anchorage, and much else. These opportunists were thus attempting to wrest the *tei kwat* rights back from the community of the new residents, and take them over themselves: the community would have lost its power of self-management. The Tung Shing Wui, with the Tsuis and Yips, took the case to court. The main question requiring discussion was thus whether the Tsuis and Yips had the right to claim ownership over any land other than the land they actually paid land tax on: in other words, the validity of the traditional local Customary Land Law was the question requiring decision. The Magistrate and Prefect accepted that the Tsuis and the Yips did have rights to the untaxed land as well as the land they paid land tax on, and thus that the community of Tap Mun residents had the same rights as the Tsuis and the Yips, by grant from them of the taxed lands to their community temple. After the ruling, it was specifically agreed “that the area managed by this temple extends down to the sea, and includes the mountainside above” and that it “included the mountainsides and the sites of the villages”: therefore it included all the island, not just the land on which tax was paid. It is, perhaps, not a surprise that the Tsuis, Yips, and the Tap Mun residents were inclined to view the verdict as a miraculous intervention by the deity!

(2) Document Relating to a Dispute over *Tei Kwat* and *Tei Pei* Rights (Tung Chung), 1778

公立大奚山東西涌姜山主佃兩相和好永遠照納碑

竊大奚山田畝週圍等處，原係李久遠堂祖遺之業。因康熙初年，移界丟荒，招佃李歧遠，鄧佩茂等來山開闢，每斗種穀芽納租銀肆錢。迨康熙四十一年內，有新邑民人控田主欺隱稅畝。經金臺履丈通洲，共丈得田一十七頃，斷納租銀如舊。茲乾隆十五年，主佃爭租具控。汪、趙兩臺，斷令各佃輸租仍然如舊。後佃人李歧遠等各祖父手上，陸續自用工本，或在山頭地角，或在海邊沙灘，工築成田。以致田主李祖舜等見此，在乾隆三十三年赴控。前縣楊臺委官富司勘丈週圍，丈得田貳拾陸頃五十一畝。主佃兩不樂從；歷控前縣鄭、李、曾、富，以及藩府各前臺伸詳。兩造各不允；而至具稟督憲閣部堂李，屢牌到縣行催，又未詳結。至四十年十月內，主佃議和，別庄有所不愿，惟東西涌、散頭、姜山、底埗、內長洲等處田畝，佃人情願照丈口辨納。經勸中人梁明廣、鄧翰士、鍾建五、黃禮

金勸諭，主佃和好，公立合同；內言明：每畝租銀伍錢，銀水九式色，米壹升，魚菜錢貳拾文，補銀水，供膳一概在內；致納銅錢，照以時價。因和日久未入息，詞亦未出詳，於乾隆四十一年督憲嚴催，經舒太爺詳請，憲臺斷令：租銀伍錢，併無雜派。詳明廣府李、藩憲姚，轉詳督憲李，蒙批。在於四十一年十一月內批：如詳，轉飭遵照。批結在案。其租銀，結案與和者，亦不相上下，主佃皆欲樂從，永斷後訟。當即田主轉立新批與佃收執，其批內書明：每畝租銀伍錢、銀水九式色，米一升，魚菜錢貳拾文。其租原係紋銀，因將銀水補入魚菜米銀之費，故公議銀水作九式色用，並無難派。案經十載，奉憲批結。主佃和好，永照收輸。主亦允愿照收，佃亦允遠照納，兩無增減。是以立石之後，我等遵案照批，世世不朽。是為誌。

𡵚

乾隆四十二年歲次丁酉陽月 吉日

東西涌庄姜山等公全共立

An inscription put up by the community as perpetual testimony to the mutual agreement between the landlords and tenants of Tung Sai Chung and Keung Shan

We humbly state that all the rice-land throughout this island of Lantau was originally the ancestral property of the Lei Kau Yuen Tong. In the early years of Kang Hsi, because of the Coastal Evacuation, the area was devastated, and so tenants, Lei Kei-yuen and Tang Pui-mau, and others, were called in to open up land. At the start, they paid rent of 0.4 taels a *tau tsung*. In the 41st Year of Kang Hsi [1703], the newcomers accused the landlords of fraudulently concealing which land was taxed. His Honour, the Magistrate Kam, had the island measured, and found that there were 1,700 *mau* of land there, which ought to pay rent at the old rate. In the 15th Year of Chien Lung [1751], the landlords and the tenants quarrelled about the rent, and a case was brought, both parties being summonsed. Their Honours, the Magistrates Wong and Chiu, ordered that the tenants pay rent at the old rates. Later, Lei Kei-yuen and others, the ancestors of the present tenants, using their own labour and capital, continuously opened new land and converted it to fields, either from places on the mountainsides, or from the beaches along the shore of the sea. When the landlords, the Lei clan, saw this, they brought a case to Court, in the 33rd Year of Chien Lung [1769]. His Honour the previous Kwun Fu Assistant Magistrate, Yeung, measured the area, and found there to be 2,651 *mau* of fields.

Neither the landlords nor the tenants were happy, and the case dragged on, being brought before Their Honours the previous Magistrates Cheng, Lei, Tsang, and Fu, with petitions being submitted to each Magistrate in turn. Neither party would accept the views of the other, and a petition was even sent to His Excellency the Viceroy, Lei, who repeatedly ordered the County to bring the matter to a speedy conclusion, but no solution was found. In the 10th Moon of the 40th year of Chien Lung [1776], the landlords and tenants came to an amicable agreement. At those tenancies which had fields in dispute, that is, at Tung Sai Chung, Kam Tau, Keung Shan, Tai Po, and at Inner Cheung Chau, and elsewhere, the tenants agreed to pay according to the survey. The landlords and the tenants came to this amicable agreement following the advice and suggestions of the arbitrators Leung Ming-kwong, Tang Hon-sz, Chung Kin-ng, and Wong Lai-kam. The two parties agreed to a new contract to the effect that, for every *mau*, rent should be paid at the rate of 0.5 taels, with silver at ninety-two per cent purity, to which 0.1 *tau* of rice and twenty cash for the fish and vegetables was to be added, to make up for any impurities in the silver: in addition, a meal was to be provided. If payment was to be made in copper cash, then the prevailing exchange rate was to be followed. Since the matter had not been closed, despite the length of time, and since the documents had still not yet been drawn up in detail, His Excellency the Viceroy, in the 41st year of Chien Lung [1777], strictly demanded an early end to the case. His Excellency, following the advice of the elder, Shue, ordered that the rent should be 0.5 taels a *mau*, without additions. Decrees to this effect were issued by Their Excellencies the Prefect, Lei, and the Provincial Treasurer, Yiu, following the orders of Their Excellencies the Viceroys Lei and Mung. It was thus ordered, in the 11th Moon of the 41st year of Chien Lung, that things should be undertaken as decreed. This brought the case to an end: both parties, landlords and tenants, were equally happy and agreed to lay aside their differences forever. At this time the landlords issued a new agreement for the tenants to follow, to this effect: the rent was to be 0.5 taels per *mau*, with silver of ninety-two per cent purity, plus 0.1 *tau* of rice and twenty cash for the fish and vegetables. The rent was originally to be paid in copper cash, and the payments for fish and vegetables and the rice were to offset the exchange; since it was now agreed that payments would be made in silver of ninety-two per cent purity, the additional charges would be dropped, as agreed by the Authorities. The case had lasted for over ten years, and was now brought to a close by His Excellency's rulings. Landlords and tenants were now in amicable agreement, and would operate in accordance with the agreement for ever. The landlords agreed to receive rent in accordance with the agreement, and the tenants agreed to pay rent

in accordance with the agreement, and neither party would increase or decrease the figures. After this stone is erected, we will all follow the agreement, for ever and ever. This is erected as a statement.

On a lucky day in the summer of the 42nd Year of Chien Lung, in the Ting Yau Year.

Erected jointly by the whole community of the tenants at Tung Sai Chung, Keung Shan, etc.

(Tablet in the Hau Wong Temple, Tung Chung; printed in 香港碑銘彙編 [The Historical Inscriptions of Hong Kong], 科大衛、陸鴻基、吳倫霓霞 [David Faure, Bernard Luk, Alice Ng], Urban Council, Hong Kong, 1986, Vol. 1, p. 43)

Note: Tung Chung is a valley lying in the middle of the north coast of Lantau Island, to the west of Hong Kong. There are some dozen villages in the valley.

It is not easy to see, at first sight, what there was in this decision which made it so acceptable to the tenants. On the one hand, the original rent-charge, 0.4 taels per *tau tsung*, equals 2.44 taels per acre (at the standard rate of 6.1 *tau tsung* to the acre): other Lantau documents (see Deed 19), more exactly, state that the original rent-charge was in fact 0.3953 taels per *tau tsung*, which equals 2.41 taels per acre – 0.3953 taels was probably at that date exactly 550 cash. On the other hand, 0.5 taels per *mau* equals 2.40 taels per acre (at the standard rate of 4.8 *mau* to the acre), so it looks likely that the rent-levels were not changed.

The dispute centred on what rights the *tei kwat* landowner could claim under the law. The tenants at first seem to have claimed that the Lei Kau Yuen Tong could only claim rent from land on which the *tong* paid land tax. This can be the only reason why the tenants “accused the landlords of fraudulently concealing which land was taxed”. The Magistrates, in both 1703 and 1751, rejected this claim and found that the Lei Kau Yuen Tong had the right to take rent from all the arable land, whether the *tong* was paying land tax on it or not: in other words, the Magistrates accepted that the *tei kwat* landholder had the right to take rent from the untaxed arable lands adjacent to the land on which he paid tax, as well as from the taxed land.

Subsequently, the tenants undertook major reclamations, especially of the sea-bed, for additional rice-land. The question which then seems to have risen was whether the tenants had the right to reclaim land without paying additional rent for it. The tenants were in fact refusing to pay rent for this land, presumably on the basis that the wastes they were reclaiming were within their village areas, and, as such, were “theirs”. The *tong*, however, was adamant that the tenants had rights only to the original arable lands: the *tong*’s pre-1777 tenancy deeds (see Deed 19) said so explicitly. Eventually, the Higher Provincial Authorities demanded that a compromise be agreed.

What, then, was in this compromise for the *tong* and the tenants? One major benefit for the tenants was agreement that they had the right for the future to reclaim land for arable use (whether from the mountainside or from the sea-bed) at their discretion, and did not need to secure the consent of the Lei clan before doing so, nor could any additional rent be levied for any such reclamation. Previously, the Lei clan would have demanded new tenancies for any such new land, and there would have been a “key-money” payment before any such

new tenancy was entered into: this could no longer be charged. At the same time, the tenants agreed to pay rent on the previously reclaimed land “according to the survey”, presumably the survey undertaken by the Kwun Fu Sub-Magistrate in 1769. Since the *tong* had, before 1777, been able to get rent only from the 1,700 *mau* of the 1703 survey, they were going to get an increase of 36% in rent received. The implication is that reclamations subsequent to 1777 would escape rent, and so the rent would not, following the agreement, be subsequently raised for any further land reclaimed: as the document states: “neither party would increase or decrease the figures”. Thus, after 1777, rent would be paid on 2,651 *mau* of land, however much land was actually then under the plough.

(3) Decision in a Case Relating to a Dispute over *Tei Kwat* and *Tei Pei* Rights (Kat O), 1803

奉兩廣總督閣部堂大人批行給示勒石永遠遵照額例碑

署新安縣正堂加三級紀錄四次王，為背額苛酷，懇恩給示，勒石禁遏事。嘉慶七年五月初七日，奉廣州府正堂福信牌：『嘉慶七年四月十一日，奉兩廣閣督部堂覺羅吉批：「據該縣民曾其捷等赴轅呈稱：蟻等祖父世居吉澳孤洲，搭蓋房樓，捕魚營生。額承歲供楊廷相租錢一十二千文，相安年久，歷收票據。嗣因上年廷相之子楊名達，將租賣與巨族地棍張騰南，恃結縣工房蠹羅偉中，額外苛酷。蟻等所有草嶺、門坪、灣船沙灘，每勒要銀三錢五錢，否則統眾抄掠。叩縣。批：著原賣主楊名達稟覆。額租一十二千文，無異。奈案歸蠹棍工房職掌，任意舞弄，架捏蟻等抗租，誑縣瞞准拘訊，串差如虎，擾詐靡寧，情極。去年十月初一日，蟻等叩轅，荷批：抄呈。雖蒙府主發縣示禁，無如案仍歸蠹承行。仇恨日深，反出票差，復拘蟻等，擾累更甚。伏思蟻等貧民，海角孤洲，捕魚營生，朝討暮糧，誰敢與縣蠹棍詰訟。惟是額承定租照供，年久無欠，有原賣主稟覆案據；且被背額苛酷，遵則無所出息，妻兒待斃；不遵，捏稟抗租，囑差拘訊，未到公庭，先鎖押禁，天高莫聞。進退狼狽，無路投生。勢著瀝情，粘具姓名，再懇大憲，伏乞垂憐蟻等，照原供租，不甘與訟。俯賜給示禁遏，勒石孤洲，飭令照舊收錢壹拾貳千文，毋許縣房蠹棍，背額苛酷，捏抗拘訊擾累。庶捕魚居民，得便安業，永遠遵守，遺愛萬代等情。奉批：本案前經批仰該府查禁，因何仍任抗違？仰廣州府立即查明。」出示曉諭：飭令張騰南遵照原業主楊名達之父楊廷相從前歷收吉澳原額章程，每年額收租錢，毋許額外加增，苛索蛋戶居民，致滋擾累。仍將示禁日期申報督憲，並報本府查考，毋再遲違。』等因。奉此，並據曾其捷，黃仕鵠稟同前情到縣，當批繳到花銀貯庫。卷查已故楊名達，前經稟覆所賣土

名吉澳洲之處，實止額租一十二千文有奇。而張騰南呈控抗租，又不將買契繳驗，顯係額外加增。准先給示，遵照向額輸租，仍候吊契集訊，詳覆在案。除飭差吊契喚集訊詳外，合先出示曉諭。為此示諭業主佃戶人等知悉：嗣後張騰南止許遵照原賣主楊廷相章程，額收吉澳處所每年地租錢一十二千零貳百文，毋得額外加增苛索等弊。如敢抗違，定即嚴究。至爾蛋戶居民，亦不得藉控短少，滋訟于累。各宜凜遵毋違。特示。

嘉慶七年五月二十三日示

發仰吉澳張掛曉諭刻石

An inscription erected at the order of His Excellency, the Viceroy of the Double Kwang, as a perpetual record of a decision made by him.

Wong, three times promoted, four times commended, County Magistrate of San On County, in a case where an order has been sought, a case of harsh and oppressive repudiation of an agreement, where the problem must be firmly eradicated, and an inscribed stone erected. On the 7th Day, 5th Moon, Chia Ching 7th Year [1802], a letter was received from the Prefect of Canton, to this effect:—

“On the 11th Day, 4th Moon, Chia Ching 7th Year, a letter was received from the Office of the Viceroy of the Double Kwang, Jueluoji, to this effect:—

“A petition has been received from Tsang Kei-tsit and others, residents of that County, to this effect:—

“We, insignificant people, and our ancestors, have all along been living on the remote island of Kat O, where we have built our houses, and where we make a living by fishing. We had an agreement with Yeung Ting-sheung to pay an annual rent of 12,000 cash, and for many years we paid this rent and received receipts, without problem. Now, last year, Ting-sheung’s son, Yeung Ming-tat, sold the right to collect this rent to a local bully from a great clan, Cheung Tang-nam, who associated himself with a dependent of the corrupt yamen underling, Law Wai-chung, and he harshly and oppressively raised the rent on us. For all the hill-sides, house-sites, and the breaming-beach which we, insignificant people, use, a sum of 0.3 or 0.5 taels was to be extorted, otherwise the whole community was to be plundered. We appealed to the Magistrate, who ruled: ‘It is submitted that the original agreement with Yeung Ming-tat should be exactly adhered to, and a rent of 12,000 cash, and no more, received’. However,

when the ruling passed into the corrupt hands of the yamen underlings, it was arbitrarily and improperly handled, and a trumped-up charge was laid that we, insignificant people, had refused to pay rent. This falsehood deceived the Magistrate, who authorised an arrest warrant. Yamen runners descended like tigers, with a licence to disturb us and destroy our peace, an extremely distressing thing. Last year, on the 1st Day of the 10th Moon, we, insignificant people, appealed to the Magistrate, who ruled: 'Send the details to the superior officials'. However, even though the Prefect issued an order to the Magistrate to prohibit the matter, yet still the case fell to the corrupt underlings to deal with. Enmity and spite continued unabated, and more runners were sent out, who continued to detain us, insignificant people that we are, and everything was thrown into great confusion. Now we are insignificant people, living on a remote island in a corner of the sea, fishing for our livelihood, dependent on going out with the tide for our sustenance, and we did not dare argue with the corrupt yamen underlings. We have paid our rent in accordance with the written agreement for many years with no default, as the original owner will testify, and there is no reason why the agreement should now be so harshly and oppressively repudiated. If we follow the demand and pay the increase, the lives of our wives and children would be put at risk: if we refuse to pay the sum demanded, an arrest warrant would be issued to the runners, when the case had not yet come to Court. We would be detained and arrested. Our cries rise up to Heaven above. Whether we pay the sum demanded or not, in either case we cannot sustain our livelihood. May your power return things to their old ways, so that our names may be preserved. Again we entreat Your Excellency, beseeching you to save us, the insignificant people. Return the rent to the original level, and we would not dare to complain. Grant a prohibitory decree, and put this remote island back on a solid footing, order that the rent be paid at the old rate of 12,000 cash a year, forbid the corrupt yamen underlings and bullies harshly to repudiate the agreement, and have the arrest warrant withdrawn. Then we, the common people, simple fishermen, may live in peace, eternally obedient, eternally grateful."

"It has previously been ordered that the Prefect investigate and issue a prohibitory order in this case: why has this order not been implemented? It is ordered that the Prefect of Canton immediately investigate."

“As follows: order Cheung Tang-nam to follow the agreement reached in the past by the original landlord, Yeung Ting-sheung, father of Yeung Ming-tat, as to what is to be received from Kat O as to the annual rent, and forbid any increase above the agreement, pacify the fishing people, and make everything smooth. Furthermore, report to His Excellency the date of the prohibitory order. Report to this Prefecture your investigations, and ensure that there are no further complaints.”

It is thus submitted, in accordance with the above petition submitted by Tsang Kei-tsit and Wong Sze-shun to this County, the appropriate fees having been paid into the Treasury, that Yeung Ming-tat has been questioned, and that, as stated in the above petition, the rent received from Kat O when it was sold was stated in an agreement to be a little above 12,000 cash a year. Further, Cheung Tang-nam misrepresented the position when he said the rent was not paid, and, further, he did not submit his deed for examination: it is clear that he increased the rent above the agreement. In the first place, it is ordered that the rent be paid in accordance with the agreement, subject to an investigation of the deeds and a more detailed investigation into the case. Furthermore, the runners are ordered to suspend the deeds and call everyone together for a detailed investigation, with a view to issuing a comprehensive order. In accordance with this ruling, landlords and tenants must understand that Cheung Tang-nam must accept 12,200 cash a year from Kat O, in accordance with the agreement reached by the original landlord, Yeung Ting-sheung, as the land-rent, and may not increase this and cause distress thereby. If he dares to oppose this ruling, he will be severely punished. As for the fishing people, they may not reduce what they pay and so stir up complaints. Every party should obey this instruction. This is a special order.

This order is issued on the 23rd Day, 5th Moon, Chia Ching 7th Year

This order was sent to Kat O to be displayed on an inscribed stone

(From a stone tablet in the Tin Hau Temple, Kat O, printed in 香港碑銘彙編 [“The Historical Inscriptions of Hong Kong”], 科大衛、陸鴻基、吳倫霓霞 [David Faure, Bernard Luk, Alice Ng], Urban Council, Hong Kong, 1986, Vol. 1, pp. 58–59)

Note: Kat O is an island in the north-west quadrant of Mirs Bay, towards the north-east of Hong Kong.

The Tanka fishing people of the Mirs Bay area settled at Kat O in the early to mid-eighteenth century (the Tin Hau Temple there was established by 1768 at the latest, the date of the temple bell). The *tei kwat* landlord of Kat O was prepared to rent the island to them on a perpetual tenancy basis for a single communal payment of 12,200 cash (\$12.20) a year. This rent must have covered all rights to use the island – the right to build houses as and where

they wished, the right to moor in the anchorage and to use the breaming beach there, and the right to cut fuel on the hillsides, bury their dead there, and draw drinking water – and was a permanent, and unchangeable rent. By paying this rent, the fisher-people community of Mirs Bay could live under their own management. In 1802, however, the *tei kwat* rights were sold and the new landowner tried to convert his rights into a far more stringent rent regime. He wanted to charge an annual rent per house, with his permission required for any new house to be built, and separate payments for mooring rights, use of the breaming-beach, and rights to use the adjacent hill-sides. This would not only have involved the islanders paying far more in rent than before, but would also have lost them the right to manage their own community. When the case came to court, the critical matter requiring decision was whether the Customary Land Law practice of issuing perpetual tenancies for a broad area on a communal basis, with very little (if any) land tax paid, was legal. The High Provincial Authorities accepted that the agreement between the islanders and the previous *tei kwat* landowner was valid and must be enforced, and that the new landowner had no right to change this agreement. The question of whether the *tei kwat* landowner had the right to rent out the usage of hill-sides and the beach below the high-water mark (on which land tax was certainly not paid) was not specifically raised, but was clearly implied: the decision confirmed the ruling of the High Provincial Authorities in the Tap Mun case (see Deed 1) that this was acceptable to them.

It is interesting that the petition of the fishermen was carefully written, in an elegant and highly rhythmic style. The bulk of it (from “we, insignificant people” to “eternally grateful”) is formed into four-character units, interspersed with a few six-character and eight-character units to ensure the text did not become monotonous. Clearly, the Kat O community had access to a scholar of some pretensions.

“正堂” (lines 1 and 2) means “Upright Tribunal” or “Upright Judge” but was used as a title for the County Magistrate or Prefect.

(4) Translations of Certificates of Title issued by the Magistrate of San On, Lamma, 1736, 1883, 1889

Note: Lamma Island (南丫島, also known as Pok Liu Island, 博寮洲) is an island lying between Hong Kong Island and Lantau, in the centre-south of Hong Kong. There are some two dozen villages on the island.

In 1900, the villagers of the New Territories were told to bring their red deeds to the Land Office for scrutiny. These red deeds seem then to have been retained for further consideration. Many were translated and a file of documents, with both the original Chinese document and the English translation, was kept to assist officials as a set of precedents and examples. In the 1930s, this file of documents was sent to the archives, but the strange decision was then taken to destroy the original Chinese documents and to preserve only the English translations. As a result, the documents entered below unfortunately exist today only in translation. Given the great interest the three documents entered below have, however, it is felt that they justify inclusion, even though only the translation is available for study.

The three documents entered below are all certificates of title issued by the Magistrate in favour of the holder of the *tei kwat* rights on Lamma. It was the practice of the Chinese imperial authorities, where someone claimed to have opened land from the waste, and wished to register it for land tax, to issue a certificate of title, where no opposition to the claim was raised or where, after a hearing, the Magistrate was satisfied that the facts were as the petitioner claimed (this is what the opportunists at Tap Mun were seeking, see Deed 1). Similarly, where an original land deed or other document of title had been lost, and where the family in question was prepared to pay the probably substantial fees which would have been demanded, the Magistrate would search his Land Registry, and interview local elders, and, if satisfied that the claim of the family to be the landowner of the land in question was justified, issue a certificate of title to stand in place of the missing original deed. Such a certificate of title would have had the same status in a lawsuit before the authorities as would the original document.¹ The translations below are as found in the documents as they exist today.

(A: 1736)

I, Ho, the Magistrate of Sun On, having been thrice recorded for meritorious services, do hereby issue this Certificate of Title to Iu Ka Chan and others for the purposes as set forth hereafter:

Whereas a petition was received from Iu Ka Chan, Iu King Chung, Iu Tak Yü, Iu Ki Chau, Iu Ka Kau, Iu Man Ying, and Iu Tsan of the household of Iu Cho of the 10th Kap of the 7th section of the 2nd Division which reads as follows:

“Your petitioners pray that a Title Certificate be granted to them as proof empowering them to lay out (certain pieces of ground) for cultivation upon payment of the taxes and to remain in possession of the same in perpetuity.

In obedience to the law requiring the people to report to the Government whatever waste land they may have in their possession, they having bequeathed to them by their forefathers a little island known as Pok Liu situate beyond the sea, had in the 3rd Moon, 8th Year of Yung Ching [1730] duly reported to the Government the cultivated lands they held, to wit: Pok Liu, Sai Shan Keuk and Kwai Ling Shan, Tai Shiu Tan, which pay the third class tax for 3 Mau 5 Fan;² in the 11th Moon, 11th year of Yung Ching [1733] reported having laid out the grounds known as Pok Liu, Pak Kok Po, Kwo Lo Wan, which pay the 1st class tax for 6 mau; in the 4th intercalary Moon, 12th Year of Yung Ching [1734] reported having laid out the grounds known as Pok Liu, Tai Wan Po, Wan Chai Po, Yung Shü Wan Po which pay the 3rd class tax for 6 mau, and having laid out Pok Liu, Tai Shiu Nam A, Shui Hang Hau, Cho Yau Long Po, Wan Ha, Wan Ka Ching, which pay the total 1st class tax for 4 mau 6 fan, and having laid out the ground known as Pok Liu Tung, Wong Chuk Kok which pay the 2nd class tax

for 1 mau and 5 fan. The total area on which taxes are levied amounts altogether to 21 mau and 6 fan, all which property was bequeathed by their forefathers and has nothing to do with any person or persons.

Report having been in accordance with the these facts duly made to the Government as required and the said grounds having been duly registered by the authorities concerned who had submitted the same to the Board of Revenue, Your Petitioners feel it is their duty to lay the above circumstances before you with the prayer that Your Honour may do them a favour by taking into consideration the heavy expenses they had incurred in laying out the above places and grant them a Title Certificate as a permanent proof empowering them to enter into possession thereof and to pay taxes thereon – a prayer for which they will remember with unbounded gratitude with the sincere prayer that Your Honour's descendants may attain to great honours."

In view of the facts stated in the petition, it is proper to grant the petitioners a Title Certificate. This Title Certificate is to be handed over to Iu Ka Chan, Iu King Chung and others to hold. Let them act in accordance therewith, that is to say to lay out the grounds for cultivation, to take possession thereof, and to pay the taxes annually according to the regulations. Should any wicked person or persons trespass on, or by force take possession of the grounds, the petitioners are allowed to prosecute them and they shall be arrested and punished. Let all of you yield implicit obedience to this order. This Certificate is issued to the proper holder.

This Certificate is granted to Iu Ka Chan, Iu King Chung, Iu Tak Yü, Iu Ki Chau, Man Ying, Ka Kau, and Tsan to hold.

Yung Ching, 13th Year, 11th Moon, 28th Day [1736]

Writer of this Certificate Ü Sz.

Note: The Iu (Yiu, 姚) clan (the Iu Yi Yin Tong ancestral trust, Chinese characters unknown) had been granted Lamma Island at least in the Ming, possibly earlier than that. The original document of grant was clearly, by the early Ching, no longer still in existence. In the aftermath of the Coastal Evacuation, the Iu clan started to look for new tenants for this land, beginning in the late seventeenth century. To cover itself legally, it registered for the land tax a string of small plots of land in the years 1731–35 (a total of 21.6 *mau*, or about 4.5 acres), which it claimed to have laid out from the waste, and on which it accordingly paid land tax. It then, in 1736, on the basis of these 21.6 *mau* of taxed land and ancient prescriptive occupation, sought the above certificate of title. It having been granted, the Yiu clan claim to be the *tei kwat* landowner of the whole of Lamma was, at least as far as the local Customary Land Law went, clear. In due course, some two dozen villages were established on Lamma, all of tenants of the Iu clan. The Iu clan received rent from all these tenants (who, by the

late nineteenth century cultivated several hundred acres of land), their rights to do so being covered legally by this certificate of title.

(B: 1883)

I, Tong, the Magistrate of Sun On District, holding the brevet rank of a sub-prefect, having been promoted ten steps and recorded ten times, do hereby make the following proclamation for general information:

Whereas a petition was received from Iu Chiu Fu, Iu Tsun Cheung, Iu Tai Fun and Iu Ping Yung, the natives of this district, which reads as follows:

“Your petitioners have inherited from their ancestor the fishing stations on the bank and fishing stakes in the open sea along the foot of the hills in the island of Pok Liu Chow. The ‘Chung Yau Chak’ (General Registry Book) may be referred to for the particulars of this estate. The said island, Pok Liu Chow, is situate beyond the sea, surrounded on all sides by water, extending to Po Toi Sea on the East, on the West to Cheung Chow Sea, on the South to Tam Kon Sea, and on the North to Tai Chow Sea. The fishing stations situate at the different places in Pok Liu Chow, to wit:

Wong Chuk Kok, Mau Tat, Cheung Wan, Shak Ku Wan, Nam Pak Pin, Kok Tsui and Liu Ko Ngam in Cheung Kwan O, Chow Tsai Nam Pak, Miu Wan in Luk Chow, Lo Tik Wan in Ngau Tsang Tsui, Ku Lau Mat, Ching Chung Shü, Pak Kok, Tung Wan Tsai, Pak Kok, Mi Lau Shek, Shek Li in Nga Kan Wan, O Tsai in Yung Shü Wan, Po Lo Tsui, Shiu Wan in Tai Wan, Ching Lam, Toi Shek, Chung Sham Kok, Tai Kok Tung Sai in Nam A Tsai, Sham Wan in Shiu Nam A, Sho Shi Tsui, Ün Kok Tau Tung Sai, Shek Pai Wan in Tai Nam A, Ngai To otherwise known as Ngai To [*sic*] and other places are subject to the payment of 2 Taels 2 Mace 7 Fan and 5 Li³ payable in 29 different names under householder Iu Cho of the 9th Kap of the 7th Section of the 2nd Division.

Now, in the previous dynasty Your Petitioners’ ancestor first reported to the Government a few principal local names only. But a long time has lapsed since, and the local names of the places have been changed from time to time and the places for fishing purposes have also been increased daily: therefore the names of the small places have not been all recorded in the Registry Book. At present Chan Wing Kee and Ng Tsoi Lee lay claim to the small places under the pretext that the said places are only waste land belonging to the Government and with this statement they have tried to mislead the Government with a view

to encroach upon the property by force. Your Honour upon enquiries made has requested the Sub-Magistrate of Kowloon to make a survey and also caused a plan to be prepared with a view to inquire into and report upon the matter, and has summoned the parties to take their trial. It was ordered that Chan Wing Kee and Ng Tsoi Lee should surrender the Certificate of Title for cancellation and the order allowed Your Petitioners to pay an additional Crown Rent, and a Certificate of Title empowering their perpetual occupation of the property was granted to Your Petitioners in accordance with the decree which put an end to the case. Your Petitioners were under the impression that the various stations in the said Island extend to a great distance and the number of old local names is 20 odd and the places are not always called by the same names by the natives. The fishing stations are daily increased. Your Petitioners pray that the principal stations and the branch stations be all registered in addition to the original stations in order to prevent the bad characters making false claims. Your Petitioners agree to pay yearly an additional Crown Rent of 2 Taels and 8 Mace which rent, together with the original tax of 2 Taels, 2 Mace, 7 Fan and 5 Li, amounts to, in all, 5 Taels, 7 Candareens and 5 Li. The total sum will be paid in the name of Iu Cho of the 9th Kap of the 7th Section of the 2nd Division. Your petitioners also pray that a Certificate of Title be granted to them empowering them to retain possession thereof in perpetuity with a view to put a stop to future disputes. Moreover, on account of the claim laid by the bad characters who posted up the Red Notices to deceive the people, the Lessees refused to pay rents and no-one has come forward to lease any more lands since these notices were posted up: the fishermen, too, also hesitate to go there to fish. Your Petitioners pray that a Certificate of Title be granted to them and a proclamation be issued as to empower them to take possession of the said property.”

Upon perusal of the above evidence, an Official Reply was given which reads as follows:

“This case having been fully investigated and the measurements of the property taken, judgment has been given in the presence of the two parties. The payment of an additional Crown Rent is sanctioned. A new Certificate of Title is granted to enable the landowners to take possession thereof. The fishing station at Ngai To shall be still under the lease of Ng Tsoi Lee for the purpose of fishing. A Petition was received stating that the various small places shall pay an annual Crown Rent of 2 Taels 7 Candareens and 5 Li. I deem it proper to grant their request and let them wait for the issue of Certificate of Title and the issue of proclamation.”

Now it is deemed expedient to issue the proclamation in addition to the Official Reply and the issue of a Certificate of Title to the landowners, Iu Chiu Fu and others, to enable them to remain in possession thereof in perpetuity. I hereby inform you all, fishermen, soldiers and all, that you must know that a new Certificate of Title has been granted to Iu Chiu Fu and others empowering them to control in perpetuity the following fishing stations in Pok Liu Chow, to wit:

Wong Chuk Kok, Mau Tat, Cheung Wan, Shak Ku Wan, Nam Pak Pin, Kok Tsui and Liu Ko Ngam in Cheung Kwan O, Chow Tsai Nam Pak, Miu Wan in Luk Chow, Lo Tik Wan in Ngau Tsang Tsui, Ku Lau Mat, Ching Chung Shü, Pak Kok, Tung Wan Tsai, Pak Kok, Mi Lau Shek, Shek Li in Nga Kan Wan, O Tsai in Yung Shü Wan, Po Lo Tsui, Shiu Wan in Tai Wan, Ching Lam, Toi Shek, Chung Sham Kok, Tai Kok Tung Sai in Nam A Tsai, Sham Wan in Shiu Nam A, Sho Shi Tsui, Ün Kok Tau Tung Sai, Shek Pai Wan in Tai Nam A, Ngai To otherwise known as Ngai To and other places.

A tax is to be levied thereon. The fishing station at Ngai To otherwise known as Ngai To shall be still held under lease by Ng Tsoi Lee who is lessee to the landlords, the Iu family, in order that Ng Tsoi Lee may fish there and that the litigation may be put a stop to. This proclamation must be strictly observed. You must be content with your own property. Do not take forcible possession of land belonging to other owners. Should any ill-behaved persons be found or reported to raise disputes about the above property I will immediately send the Police to arrest them and to inflict punishment on them; no leniency will be shown to such offenders. Let all of you yield implicit obedience to this order and let no-one do anything contrary to this special proclamation.

Obey this!

This proclamation is issued on the 16th Day, 8th Moon, 9th Year of Kwong Sui (16th September 1883)

This is a proclamation!

This proclamation is posted up in the Island of Pok Liu Chow for general information.

(C: 1889)

I, Yeung, the Magistrate of San On, holding the brevet rank of a sub-prefect, having been promoted ten times and recorded ten times do hereby issue the following Certificate of Title to the landowners to hold.

Whereas a petition was received from Iu Ün Cheung the native of this district which reads as follows:

“Your Petitioner and his clansmen have resided in the Island of Pok Liu Chow for many generations. The said island is situated beyond the sea, surrounded by water on all sides. Owing to the scarcity of paddy fields in the said island, Your Petitioner depends upon cultivation and planting trees (on the hill lands) to earn his livelihood. Your Petitioner after enquiries made has found that in the said island there are hill lands and slopes adjoining each other in a line locally called Tai Ping, Ki Yan Shek, Yung Shü Long, Ku Long, Ai Lo Fan, Tai Tong, Tai Ting, Shan Ti Tong and other places, extending to Pak Kok, Luk Chow, Mau Tat and Lo Tik Wan on the East; on the West to Kat Tsai Shü, Shek Toi, Lam O Shü, Tai Wan and Shek Li; on the South to Lo So Shing, Tung Shan Kok, Tung O and Yung Shü Ha; and on the North to Mi Lau Shek and Pak Kok. With the exception of the taxed paddy fields, all the hill lands and slopes in the said island belong to the Government as waste land. Your Petitioner agrees to purchase the same from the Government and agrees to plant pines, bamboos, and fruit trees thereon at his own cost and to take possession thereof in perpetuity. Your Petitioner also agrees to pay an annual Crown Rent of \$4.00 in Mexican Dollars in the name of Iu Yi Yin Tong and to keep the land in perpetuity in obedience to your order, and will plant trees thereon as a means of making his living. But the local names of the small places, within the above boundaries, have been changed from time to time, and the places are not always called by the same names by the natives. Your Petitioner is afraid that the heart of man is not so good as that of the ancients; should any dishonest person lay claims to the above places, Your Petitioner prays that the 4 boundaries be referred to, to decide any differences and prevent all future disputes etc. Your Petitioner prays that Iu Yi Yin Tong be allowed to take perpetual possession of the said hill lands and slopes within the above 4 boundaries in the said island of Pok Liu Chow, to pay Crown Rent thereon, and to plant trees there, and also prays that a Certificate of Title to that effect be granted to him and a proclamation be issued for general information as to empowering him to take possession thereof.”

Upon perusal of the above evidence, it is deemed proper to issue a Certificate of Title in addition to the issue of the Official Reply and the issue of a proclamation. Now this Certificate is granted to the said petitioner, Iu Ün Cheung, to keep. He is hereby authorised to pay a Crown Rent of four dollars (\$4.00) payable yearly and no arrears shall be allowed. Should any ill-behaved persons take forcible possession thereof, offer opposition, exact any money, or raise disputes, the petitioner shall be

permitted to come to the Magistracy and inform us the name of such person who shall be tried and punished by us. On the other hand, the petitioner shall not under cover of this Certificate take forcible possession of other person's property, as such offence will render himself liable to prosecution. The terms of this Certificate are to be strictly observed, and let no-one do anything contrary to it. This Certificate of Title is granted to the proper holder.

The above Certificate is granted to the petitioner, Iu Ün Cheung, to keep.

Kwong Sui 15th Year, 10th Moon, 20th Day
(12th November 1889)

The above Certificate is written by the clerk of "Kung Fong".

The Magistrate issues this.

This Certificate is to be observed.

(Public Records Office, Hong Kong, Documents of the New Territories Land Court, Documents nos. 27919, 29186, and 29188)

Note: In the 1880s, the *tei kwat* rights of the Iu clan to Lamma were disputed by the tenants on the island. The certificate of title of 1736 ("A" above) was accepted by the tenants as giving legal title to the ancient rice-land on the island, but the tenants disputed the clan's rights to the mountainsides and adjacent sea-bed. If the Iu clan did not have rights to the mountainsides, then it was open to the tenants to reclaim them, using their own labour and capital, convert them to arable, or to cut firewood there, and enjoy the newly opened fields, or the profits from the sale of fuel, without paying rent or fees to the Ius. The sea-bed off Lamma is not good for reclamation (it is almost all deep and rocky), but ideal for the operation of stake-nets; the villagers disputed the Iu clan's rights to charge rent for the stake-net sites, since these were off-shore. During the nineteenth century, cutting of fuel on Lamma for sale to the growing city of Hong Kong became an important business: the Lamma villagers wanted free access to the fuel-bearing mountainsides, while the Iu clan wanted to rent the hills out to fuel-merchant tenants. Equally, sale of fish to Hong Kong was a major local trade, which the Iu clan wanted rent from.

The 1736 certificate of title provided the Iu clan with no legal ammunition for its claim to the mountainsides and the sea-bed. The Iu clan therefore sought new and additional certificates of title, one (1883, "B" above) specifically accepting that they had legal rights to the sea-bed adjacent to the island, and the stake-net sites, and the other similarly accepting that they had legal rights to all the mountainsides on the island (1889, "C" above). In the case of the stake-net sites, the clan was able to point to some documents dating back to the Ming which were on deposit in the County Land Registry, and which gave them some colourable claim, but not for the mountainsides. Initially, the Lamma tenants had convinced the Magistrate that the Ius had no claim to the sea-bed and were granted a certificate of title covering their stake-nets, but, on a fuller hearing, the Magistrate was convinced by the Iu

clan claims, cancelled the tenants' certificate of title, and instead granted a certificate of title to the Ius. The Magistrate thus accepted the Iu clan claim to both the mountainsides and the sea-bed, but charged additional land tax for the two claims. After the two certificates of title were issued, the tenants no longer had any legal grounds for their claims, and the dispute petered out in consequence.

It will be seen that the Magistrate, both in 1736 and in the 1880s, had no qualms about accepting the Iu clan case, even though that case could only be justified under the local traditional Land Law.

A connected dispute between the Iu clan and the island boat-people, which is known from oral information from the Lamma villagers, seems to have been settled by compromise. The Iu clan claimed fees for the use of the island's breaming-beach, at Yung Shue Wan, as the owner of the sea-bed. The local fisher-people strongly objected, presumably on the grounds that the Ius had no legal claim to the sea-bed. At some date (no documents remain to give dates or details, but a date about 1880 is probable), the Iu clan compromised this dispute (probably to reduce the opposition and so to weaken the land-tenants in their dispute with the Ius over rights to the stake-nets) by donating the breaming-fees to the Tin Hau Temple at Yung Shue Wan (the breaming-beach was in front of the temple), thereby at one blow making a substantial donation to the main island temple as well as soothing the fishermen, who had no objection to paying fees to their temple, since they had to pay for its upkeep anyway.

(5) Formal Edict of the Magistrate of Tung Kwun County Approving Establishment of a Land Tax Registry Entry (Yau Yue Wan), 1881

欽加同，知御東莞縣正堂加三級紀錄十次盧為給照事，現據鍾振富稟稱，伊向無戶籍，茲買受七都十畝末甲戶長俞瑞興，丁粵俊，土名魷魚灣，下稅壹畝伍分。伊因，附居六都四畝末甲，以鍾潤源戶書契受業，但征冊無戶口，難以推割。是以權借該畝末甲，立戶輸糧，理合稟請准立戶，住等情。據此當批准立戶編征。在稟除票付庫房編戶外，合給執照。為此照給業戶鍾振富，即便遵照，持契赴庫房推割歸戶，遞年應完錢糧，務須年清年款，毋得延欠，致干差催，切速須照。

右照給業戶鍾振富收執

光緒七年四月十三日戶左房承

縣

遵照

Lo, by Imperial Command County Magistrate of Tung Kwun County, promoted three grades, decorated ten times; in the matter of a certificate. Now a petition has been received from Chung Chan-fu, to the effect that he has no registered household, but that he has now bought a piece of third class land measuring one and a half *mau* at the place called Yau Yue Wan, registered for tax in the 7th *to*, the 10th *pei*, and a certain *kap*: heading; Yue Shui-hing, entry; Yuet-Tsun. Chung states that he has written documents which prove that he is a descendant of the family of Chung Yun-yuen, who has a land tax registry heading in his name, in the 6th *to*, the 4th *pei*, and a certain *kap*, but he has no entry in his own name in the Tax Registers. As a result, he is finding it difficult to transfer the ownership of the land. He therefore petitions that a new registry entry be established in the said *pei* and that certain *kap*, so that he will be entitled to pay the tax. It is hereby agreed that a new registry entry be established as petitioned, and the taxes due be calculated, A demand note shall be prepared by the Treasury. In due course a *chap chiu* certificate shall be issued. Once this certificate has been sealed Chung Chan-fu shall be issued with deeds, and the purchase shall be registered in the Treasury, and he shall then pay all the taxes demanded every year, clearing the demand each year. He shall not delay, and thus make the officials have to enforce the payment. He should obey the payment demand notice immediately.

The above certificate is given to the landowner Chung Chan-fu to keep

7th Year of Kuang Hsü [1881], 4th Moon, 13th Day. To be held in the household as stated.

A County Document

Obey this Certificate!

(From the collection of Dr J. W. Hayes, copy in the Hong Kong Public Records Office)

Note: Yau Yue Wan lies on the south-east coast of the New Territories, in Joss House Bay.

See Chapter 3. Establishing a new registry heading was very expensive. It was simpler and probably cheaper to get a registry entry (a sub-heading under an already existing heading) established. In this case, the vendor came from a family with a registry heading (under the name Yue Shui-hing), and an entry (under the name Yuet-tsun). The purchaser had no registry entry, but could prove descent from a family with a registry heading (under the name Chung Yun-yuen), and now needed an entry in his own name to allow the sale to be registered and finalised. It is for this reason that the purchaser, Chung Chan-fu, approached the Magistrate of Tung Kwun, rather than the Magistrate of San On, despite the land in question lying in San On. The registry heading in the name of Chung Yun-yuen was in Tung Kwun, and so the entry had to be as well. Since no-one seems to have been worried about

problems with the San On Magistracy about taxes being diverted from San On to Tung Kwun, it must be supposed that the vendor's registry heading was also in Tung Kwun. This was not very unusual: it was true as well, for instance, for the taxes from land in the Tap Mun area (Deed 1).

(6) Imperial Tax Receipts, 1897 (a woodblock form, filled in as appropriate)

A. 如不查數錯完准其隨時呈報改正毋得遲延自悞

納戶執照

光緒貳拾叁年收色米

廣州府新安縣正堂趙 為徵收色米事令據

三都五畝末甲戶長池庭滿自行上倉納

光緒丁酉年分色米壹升肆合

光緒 年 月 日收

縣 照司頒倉斛徵收 的名全

B. 如不查數錯完准其隨時呈報改正毋得遲延自悞

納戶執照

光緒貳拾叁年頒征地丁

廣州府新安縣正堂趙 為徵收錢糧事令據

三都五畝末甲戶長池庭滿自封完納

光緒丁酉年分銀五分式厘

光緒 年 月 日收

縣 照司頒法碼兌收 的名全

A. If you do not check the figures, and a mistake is made, then it is permitted to petition to have it put right at any time, but there must be no delay, or the loss will be your responsibility.

Certificate of the Taxpayer Household

Kuang Hsü 23rd Year Receipt of Tax Grain

Prefecture of Canton, County Magistrate of San On County, Chiu. In the matter of proof of receiving in full tax grain.

The household head Chi Ting-moon, of the 3rd *to*, 5th *pei*, last *kap* has himself come to the granary and handed in in full the tax grain for Kuang Hsü Ting Yau Year, that is, 1 *shing* 4 *hap*

Received on Kuang Hsü ... Year ... Moon ... Day

This county certificate is granted since taxes have been paid in full by (Same)

B. If you do not check the figures, and a mistake is made, then it is permitted to petition to have it put right at any time, but there must be no delay, or the loss will be your responsibility.

Certificate of the Taxpayer Household

Kuang Hsü 23rd Year Payment in Full for Land Tax Payers

Prefecture of Canton, County Magistrate of San On County, Chiu. In the matter of proof of receiving in full cash for taxes.

The household head Chi Ting-moon, of the 3rd *to*, 5th *pei*, last *kap* has himself handed in in full the money for Kuang Hsü Ting Yau Year, that is, 5 candareens 3 *lei*.

Received on Kuang Hsü ... Year ... Moon ... Day

This County Certificate is granted since taxes have been paid in full as weighed by the official scale by (Same)

(From the collection of Dr J. W. Hayes, original now in the Permanent Collection of the Museum of Art, Chinese University of Hong Kong)

Note: See Chapter 3. This pair of tax receipts come from Shek Pik Village, on Lantau. The tax receipts do not have the date of payment entered in. Receipt A above is *pro forma*, since no grain was in fact paid in, but only cash, as in receipt B. Receipts for the tax-grain were needed to cover the eventuality that someone might demand grain as well as the cash paid, since the land tax was formally denoted in grain.

The plot of land for which this tax was paid was very tiny. The tax paid equates to 73.54 cash, or a fraction above 7 Hong Kong cents. The land was hill-paddy, and probably therefore second class land. If the rate of tax was the same as for Wai Kin-yuen's second class land (see Chapter 2), the plot could not have been more than one *tau tsung* in area (one-sixth of an acre). The Chi clan, like Wai Kin-yuen in Sha Tin, must have bought this tiny plot to allow themselves the benefits of being on the Land Tax Register, although the great bulk of their land was held by way of perpetual *tei pei* tenancies from the Lei Kau Yuen Tong.

* * * * *

Deeds Relating to *Tei Kwat* Rights: Absolute Sales of Taxed Rice-Land, Both Registered (Red Deeds) and Unregistered (White Deeds)

(7) Red Deed for the Absolute Sale of Taxed Rice-Land (Shap Long Village), 1772

立杜絕賣田契人陳三光國光等。先年有祖遺下稅田，坐落土名十郎壹處，承祖父及與叔侄兄弟經分各下所得稅田穀柒頃，實載下則，稅民米貳斗伍

升，係壹都十畝壹捌甲戶長陳喜的名葉蘭。孫國光，今因糧務緊迫，兄弟謫議，愿將均分各下及離根脫業附近田邊砂坦之地，出賣與人取要。杜賣實價紋銀馬戥壹百壹拾伍兩零貳錢。先招房族親人等，俱不允買。托請中人陳又新，引至張宗臣家內學說，允肯出首承買。一實衅[?]足紋銀馬戥壹百壹拾伍兩零貳錢正，其銀即日當中兩交齊足並不短少分毫與光兄弟親手接回應用。其田就日推出與臣收割歸戶永遠管業。光兄弟叔侄自賣以後，不得異說生端，並無混賣混買。族親子孫亦無得增價阻當。比係明賣明買，並非瞻學嘗田，實銀實契，價足稅足。二家允意，兩無迫勒。如若田稅有不明，係賣主同中理明，不干買主之事，不得反悔等情。今欲有憑，立杜絕賣契一紙 永遠執炤。

代筆見交銀契人溫良縉

在場見交銀立契叔誠彝

在場見賣立契兄裕光、弟振光

作中見交銀契中人陳又新

在場見交銀立契叔陳廣彝

日立杜絕賣田契人陳三光、國光

乾隆叁拾柒年叁月二十柒

This deed for the absolute sale of rice-land is issued by Chan Sam-kwong and Kwok-kwong and others. They have taxed rice-land inherited from their ancestors at the place called Shap Long. They inherited it from their grandfather, and it was divided between them, uncles, cousins, and brothers. It comprises 70 *tau tsung*, and pays 2.5 *tau* as tax, in the Lower Category. The tax is registered under the 1st *to*, the 11th *pei*, and the 8th *kap*: heading Chan Hei; entry Yip-lan. Now, Kwok-kong, the grandson of Yip-lan, is being pressed urgently for taxes. The brothers discussed the matter among themselves, and agreed to sell to others their share of the nearer fields within the earthen bund, absolutely and without anything held back. They wanted for this absolute sale a price of 115.2 taels, measured by the official scale. They first offered it to the men of their own descent line, and the rest, but none wanted to buy. They then invited Chan Yau-san, entrusting him as middleman to offer it to the household of Cheung Tsung-san, who, after discussion, agreed to take it on by purchase. The price agreed was 115.2 taels exactly, measured on the official scale, and the money was all handed over on the same day in full, in the presence of the middleman and both parties, without any shortfall, and it was all

paid into Kwong's hands for them to take home and use. The fields were handed over the same day to San, for him to manage for ever. The Kwong brothers, and their uncles and cousins, may not, after this absolute sale, cause any trouble, nor yet confuse the conditions of sale. The relatives may not try to increase the sale price, nor hinder the transaction. This is a clear case of sale and purchase. The land is not trust property of any description. This is a true deed, and the statement as to the money paid is true. The price is correct, and the statement as to the tax paid is correct. The two families have agreed, and there has been no pressure. Should there be anything left unsettled with regard to the tax, then this shall be a matter for the vendor and the middleman, and shall not affect the purchaser. There can be no regrets or anything of the sort. Now, wishing to have proof, this deed for the absolute sale of this rice-land is issued as evidence for ever.

Writer of the deed and witness to the handing over of the money, Wan Leung-tsun
Witness at the scene to the handing over of the money and the writing of the deed, the younger uncle Shing-yi

Witness at the scene to the sale and the writing of the deed, the elder brother, Yue-kwong, and the younger brother, Tsan-kwong

Middleman and witness to the handing over of the money, the middleman, Chan Yau-san

Witness at the scene to the handing over of the money and the writing of the deed, the younger uncle, Chan Kwong-yi

The issuers of the deed on the day, Chan Sam-kwong, Kwok-kwong

27th Day, 3rd Moon, in the 37th Year of Chien Lung [1772]

(From the collection of Dr J. W. Hayes, copy in the Hong Kong Public Records Office)

Note: Shap Long (today written as 十壟) is a small village on the east coast of the Chi Ma Wan peninsula, in the centre of the south coast of Lantau Island.

The *tei kwat* rights to the whole of Lantau had been held by the Lei Kau Yuen Tong ancestral trust since the original imperial grant of 1205. A number of deeds, however, including this current deed, suggest that other clans managed to acquire *tei kwat* rights on Lantau about the middle of the eighteenth century, presumably by purchase from the *tong*, which may have been facing financial difficulties at that date. It appears that the original of this deed and the associated memorial (Deed 8) were destroyed some time after the copy used here was taken.

The market price is 1 tael for 0.61 *tau tsung* of land, and 1 tael for 0.022 *tau* of tax paid. For a photograph of a red deed, see Plate 1.

(8) Imperial Memorial (Kai Mei, 契尾), (Shap Long Village), 1776
(woodblock form, filled in as appropriate)

契尾

廣東等處承宣布政使司為遵

旨議奏事，奉兩院案驗，『乾隆十五年正月二十二日，准戶部次河南司案呈本部，議覆河南布政使富明[-]條奏，買賣田產，將契尾粘連，用印存儲申送府州縣司查核，因一摺於本年十二月十二日奏本日奉旨依議欽此。』相應抄錄原奏，並頒發格式行文廣東督撫欽遵辦理可也。計粘單一紙內開，嗣後布政司頒發給民，契尾格式編列號數，前幅照常細書業戶等姓名，買賣田房數目、價銀、稅銀若干；後半幅於空白處，預鈴司印，於投稅時將契價稅銀數目大字填寫鈴印之處，令業戶看明當面。騎字截開，前半幅給業戶收執，後半幅同季冊彙送布政司查核。此係一行筆跡平分為二大小數目委難改換。其從前州縣布政司備查各契尾應行停止，以省繁文，等因到院行司並發格式一張。奉此合行刊發。嗣後凡有民屯業戶投契納稅，即便遵照定列。每契價銀壹兩收稅契銀三分科場銀壹分，即將契尾照式填寫，騎字截給分別給民繳司。如有不請給契尾者，照漏稅例治罪。須至契尾者。

計開

業戶張宗臣買受一都十一畝八甲戶丁陳葉蘭田…坵

屋…間坐落土名十郎等處，該稅0頃壹拾玖畝九分肆釐肆毫…絲…忽…微…
僉…沙…塵

價銀…千壹百壹拾伍兩貳錢…分…厘，該納稅契銀…百…十…兩…錢…
分…厘…毫…絲…忽，科場銀…拾…兩…錢…分…厘…毫…絲…忽

布頒絲字肆拾陸號給業戶張宗臣准此

乾隆三十八年五月…日

The Provincial Treasurer of Kwangtung has received an order from the two courts [those of the Viceroy and the Provincial Governor] with regard to an Imperial Instruction received to the following effect:—

“A memorial has been received by the officer-in-charge of Honan affairs at the Board of Revenue from Fu Ming, the Honan Provincial Treasurer, dated the 22nd Day, 1st Moon, 15th Year of Chien Lung. This memorial has been considered by the Board and reported to the Throne. The memorial proposes that,

in all cases of purchase and sale of field property, a stamped memorial (*kai mei*) should be glued onto the deed. This should then be transmitted through the Prefect or Sub-Prefect for checking and recording. On the 12th Day, 12th Moon, of this year this memorial received the approval of the Throne, and was ordered to be put into effect.”

A copy of the original memorial was sent to the Provincial Governor of Kwangtung, with forms for use, and the necessary authorisations. To this was attached an enclosure which stated that, from henceforth, the Provincial Treasurer must issue memorials to the people in accordance with the form prescribed, and that these must be numbered. The first [right-hand] part must contain, as hitherto, in detailed characters, the full name of the owner, the number of fields or houses in question, the price, and the amount of tax. The after-half [left-hand or counterfoil part] shall have the seal of the Treasurer of the local authority affixed on the space left blank, so that, when the tax due is determined from the price stated on the deed, whether greater or lesser, this can be written in at the place where the seal is affixed [i.e., in a column written where the halves will be separated]. It is a requirement that the owner examine the particulars written down the column where the halves will be separated, which should be written in his presence. The first [right-hand] half part shall be given to the owner to keep, the after-half part should be sent, with the quarterly returns, to the Provincial Treasurer for scrutiny. The reason for this is so that, all the writing being done in one hand and evenly divided [between the two halves], it will be difficult to make any alterations or changes, no matter how much effort is put into doing so. All the memorials previously used by the Treasurers of Prefectures and Counties for control purposes must now cease to be used. We, the Provincial Authorities, now send you the necessary instructions and forms, and order you to implement the Order.”

Now, in order to implement this instruction, I have had it printed for distribution. Hereafter, all owners of land, whether ordinary property or military settler property, when they present deeds for the payment of tax, must use the prescribed form and regulations. For every tael of the price as stated in the deed, three candareens tax shall be charged to general revenue, and one candareen to the examination expenses. The memorial must be filled in according to the form, and the characters having been written on it, it is to be divided, with one part being given to the citizen in question, and the other passed to the Treasurer. Should anyone fail to request a memorial, then he shall be prosecuted as if he had committed the crime of tax evasion. This is an instruction for all those requiring memorials.

Contents:—

Owner: Cheung Tsung-san, who received ... rice-land ... houses in the 1st *to*, 11th *pei*, 8th *kap* from Chan Yip-lan, at the place called Shap Long, paying tax on 19.944 *mau*

The price was 115.2 taels, on which the tax was ..., and the supplementary charge ...

This is registered under the “Szu” character, number 46, and handed to Cheung Tsung-san

... Day, 5th Moon, 38th Year of Chien Lung

(Along the left-hand edge can be seen characters repeating the tax paid, cut in half when the memorial was divided.)

(From the collection of Dr J. W. Hayes, copy in the Hong Kong Public Records Office)

Note: See Chapter 3. Memorials (*kai mei*) were prepared as pre-printed wood-block forms, divisible into two halves.⁴

For every registration a memorial would have been prepared, but examples where both the original registered deed and its associated memorial survive in the New Territories are few. “*Kai mei*” means “end of the deed”, because it was supposed to be glued to the end of the original deed, but this was rarely done. Since either the original red deed or the memorial could be used in court, it was not legally necessary for both to be kept. Despite the rules laid down in the imperial decree and stated in the memorial itself, it was normal that the sum due as the memorial-processing tax was not written onto the memorial (it could be easily calculated from the price, which was always written onto the memorial). Nor was it usual for the number of fields to be filled in. This current memorial is associated with the red deed at Deed 7. Both the original deed and the memorial were destroyed shortly after the copy used here was taken.

At the standard rates of 6.1 *tau tsung* and 4.8 *mau* to the acre, or 1:1.27 *mau:tau tsung*, 70 *tau tsung* would have equalled 55 *mau*, but in this case a rate of about 1:1.4 was used (equaling 6.7 *tau tsung* to the acre), so that the 70 *tau tsung* would have equalled about 50 *mau*. The land tax paid on the land was 2.5 *tau*, or about 0.125 *tau* per *mau*.

The tax detailed in the memorial was a one-off payment in silver charged as an *ad valorem* handling fee or processing tax, at the rate of four candareens per tael of the purchase price.

See Plate 2 for a photograph of an imperial memorial (*kai mei*). Plate 2 is of an imperial memorial dated to Tao Kuang 14 (1835), issued for a land sale to Lee Chiu-leung from Lau Yam-fuk of land near Wo Hang. The red deed for this transaction is at Deed 14.⁵

(9) Red Deed for the Absolute Sale of Taxed Rice-Land, (Wo Hang Village), 1781

立斷賣田契，鄧泰大、敬大兄弟。有祖遺下稅田叁墩，坐落土名竹山壠，載租谷叁石叁斗五升，又土名員嶺仔，載租壹石叁斗五升，又土名麻雀嶺

禾塘下，載租壹石叁斗五升，三共載租斗穀陸碩零五升。載中則民米壹斗貳升。今因錢糧緊迫，無銀應納，愿將前田出賣與人。先招房親人等，各無銀買。憑中叔協一，引至李朝樑、朝棟、朝柱家內，允肯承買。三面言定，酌還時值，價銀紋銀馬戥肆拾柒兩正。就日立契，其銀一色當中交足泰敬兄弟親手接回辦納糧務。其田即推朝棟兄弟收租管業。其稅在三都三十九畝八甲戶長鄧廷傑的名信。召任棟兄弟方便收割歸戶，辦納糧務。其田係泰敬兄弟名下之田，不是嘗田瞻學改則等情弊。此係實銀實契，價足稅足米足。一賣千休，寸角不留。二家允愿，兩無悔。今欲有憑，立斷賣契，永遠存照。

作中見銀叔協一 <mark>

乾隆肆拾陸年二月初六日

立斷賣契鄧泰大 <mark> 敬大 <mark> 姪紹琰 <mark>

This deed for the absolute sale of rice-land is issued by the brothers Tang Tai-tai and King-tai. They have taxed rice-land inherited from their ancestors consisting of three plots, one at the place called Tsuk Shan Lung, paying 3.35 *shek* of grain as rent, together with one at the place called Yuen Ling Tsai, paying 1.35 *shek*, and one at the place called Wo Tong Ha, at Ma Tseuk Ling, paying 1.35 *shek*, the three together paying 6.05 *shek* in rent. They pay together 1.2 *tau* of land tax, assessed in the Middle Category. Now, since they are being urgently pressed for the payment of taxes and have no money to meet this demand, they have decided to sell these fields to others. They first offered them to the men of their own descent line, and the rest, but none had the money to buy them. They then entrusted uncle Hip-yat as middleman to offer them to Lee Chiu-leung, Chiu-tung, and Chiu-chue, and their families, who agreed to buy them.⁶ The three parties agreed verbally that the market price should be 47 taels exactly, measured by the official scale. The same day as the deed was issued, the money was handed over in full, all at the same purity, by the middleman into the hands of Tai-tai and King-tai and his brothers for them to take home to meet the tax demand. The fields were handed over immediately to Chiu-tung and his brothers for them to receive the rent and manage. The tax is registered under the 3rd *to*, the 39th *pei*, and the 8th *kap*: heading Tang Ting-kit; entry Shun. It is for Chiu-tung and his brothers to cancel the tax entry and re-register it under their own name, at their convenience. The fields are the personal property of King-tai and his brothers. They are not trust property of any description, nor is this an attempt to change the tax classification, nor any such bad intention. The statements about the money are true, and this is a true deed. The

statement as to the price is correct, the tax stated is correct, and the tax classification is correct. This is an absolute sale, nothing whatever is left to the vendor. This is an agreement between the two families, neither side can hereafter express any regret. Now, wishing to have proof, this deed for the absolute sale of this rice-land is issued today as a permanent record.

Middleman and witness to the money, uncle Hip-yat <mark>

This deed for the absolute sale of rice-land was issued by Tang Tai-tai <mark>, King-tai <mark>, and their nephew Shiu-kau <mark>, in the 46th Year of Chien Lung [1781], 6th Day, 2nd Moon

(No. 55 in collection of Wo Hang Deeds, LCSD, Central Library)

Note: Wo Hang (禾坑) is a village some three miles south-west of Sha Tau Kok Market, at the north-east corner of Hong Kong, dominated by the Lee (李) clan.

The rent bushel in use in Wo Hang was probably 40% above the standard (see Deeds 10 and 50) suggesting that the rent received was probably 84.7 standard *tau*, implying that the market price was 1 tael for 1.8 standard *tau* of rent received and 1 tael for 0.026 *tau* of tax paid. The tax represents 1.49% of rent received.

(10) Red Deed for the Absolute Sale of Rice-Land, (Wo Hang Village), 1783

立斷賣田契人，鄧友尚[--]兄弟均分名下有民田一處土名黎洞崗背壠，田大小陸塊，載租斗谷陸石壹升，官斗加四算，載下則米壹斗貳升。今因就近置業須銀湊價，夫妻謫議，愿將前田斷賣與人。先送房親，各不承買。憑中伯達先引至李朝樑家內說合入頭承買。即日三面言定，酬還時價，拆實銀馬戥伍拾叁兩貳錢零捌分。其銀即日經中交足與友尚親手接回家湊用。其田亦即點明，六坵推與朝樑永遠管業。此田並無批頭糞尾。任買主自耕批佃。其稅在三都卅陸畝六甲鄧亞壬戶長的名納軒。任樑方便收割歸戶自辦糧務。此乃實田實契，價定稅足，明買明賣，不是[-]賣贍學嘗田改則等情。友日後不得藉端異言反悔，乃係二家允愿，兩無迫勒。今欲有憑，立斷賣田契人永遠執照。

個人林亞祖耕 <mark>

作中伯達先 <mark>

乾隆四拾捌年二月十八日立斷賣田契人鄧友尚 <mark>

This deed for the absolute sale of rice-land is issued by the brothers Tang Yau-sheung and [- -]. They hold jointly in equal shares a piece of taxed land at the place

called Loi Tung Kong Pui Lung. It comprises six fields, larger and smaller, and is rented for 6 *shek* 1 *shing* of rent-grain, measured by the official bushel, plus forty per cent. It pays 1.2 *tau* of grain as tax, assessed at the Lower Category rate. Since the brothers are gathering funds together to purchase property, they discussed the matter with their wives and agreed to sell this land to others absolutely. They first offered the land to those of their own descent line, but none were willing to take it on. They entrusted elder uncle Tat-shin, as middleman, to offer the land to Lee Chiu-leung, for him to take it into his household, and, after discussion, he agreed to take it on by purchase. The same day, the three parties discussed the matter and agreed verbally that the appropriate market price for this sale was 53.28 taels, as measured by the official scale. This money was handed over in full by the middleman on this same day into Yau-sheung's hands for him to take home and put towards his capital. The same day the land was inspected and seen to comprise six fields, and was handed over to Chiu-leung to manage for ever. There is no hidden problem with these fields. They are for the purchaser to till himself or else to lease out. The tax is registered under the 3rd *to*, 36th *pei*, 6th *kap*: heading Tang Ah-yam; entry Nap-hin. It is open to Leung to transfer the tax to his own Tax Register, and arrange for the payment of the tax himself. This is a true statement about the fields, and a true deed: the price stated and the tax stated are both correct and full. This is a clear case of sale and purchase. This is not a case of a fraudulent sale of trust property of any description, nor is this an attempt to change the tax classification, nor anything of the sort. There can be no trouble-making hereafter, nor hereafter can any regrets be expressed. This is an agreement between the two families: neither side has applied any pressure. Wishing to have proof, this deed of absolute sale of rice-land has been issued as a permanent record.

The tenant who tills the land, Lam Ah-tso <mark>

The middleman, elder uncle Tat-shin <mark>

This deed of absolute sale of rice-land was issued by Tang Yau-sheung on the 18th Day, 2nd Moon, 48th year of Chien Lung [1783] <mark>

(No. 1 in collection of Wo Hang Deeds, LCSD, Central Library)

Note: The Tang (鄧) and Lee (李) clans were both settled at Wo Hang (禾坑) Village from the late seventeenth century. This is one of the deeds relating to the sale of the Tang clan land to the Lees. See Chapter 4. This is the background to the clause in the deed stating that the land at Wo Hang was being sold because the vendor was “gathering funds together to purchase property”, and is also the reason why the other Tangs were not interested in taking the land on. See also Deeds 9, 11, 12, and 50. It is interesting to note that the tenant witnesses the sale: what was being sold was the right to collect the rent from the permanent tenant.

The rent received would be 84.14 *tau* if the standard bushel had been used. The market price is, therefore, 1 tael for 1.58 standard *tau* of rent received, and 1 tael for 0.026 *tau* of tax paid. The tax represents 1.54% of the rental income received.

**(11) Imperial *Chap Chiu* (Certificate of Land Tax Paid) (Wo Hang Village), 1792
(woodblock form filled in as appropriate)**

買主執收照

廣州府新安縣為請復契尾之舊例等事，今據五都二畝一甲戶長李權林、丁朝樑的 全買受三都卅六畝一甲戶長鄧茂積、丁挺五的儉祖

土名岩下壠大竹坑壠

中稅壹拾壹畝貳分壹厘壹毛

投契印割查明眼同，收編訖合給收稅單執照

乾隆五十七年...月...日給...

Certificate to be kept by the Purchaser

A case of request for a memorial to be issued in San On County of the Prefecture of Canton according to the stated regulations. It has been announced that Chiu-leung, who has a Land Tax Register entry in his own name under the heading Lee Kuen-lam, registered under the 5th *to*, 2nd *pei*, 1st *kap*, has himself purchased from Kim-tso land registered under the 3rd *to*, 36th *pei*, 1st *kap*: heading Tang Mau-tsik; entry Ting-ng, at the places called Ngam Ha Lung and Tai Tsuk Hang Lung, taxed in the Middle Category as 11.211 *mau*.

The deed was submitted for sealing and the transfer of registration, and the details were checked and agreed. The registration was completed, and this certificate is issued accordingly and given as a receipt for the tax.

... Day, ... Moon, 57th year of Chien Lung

(Along the right-hand edge are characters detailing the registration number etc., divided in half)

(No. 4 in collection of Wo Hang Deeds, LCSD, Central Library)

Note: See Chapter 3. *Chap chiu* essentially in this form (a clause detailing the price paid was added in the early nineteenth century) were used in the New Territories until the takeover by the Hong Kong Government. *Chap chiu* were issued in duplicate, with one half being held by the vendor and the other (the left-hand half) by the purchaser, but few of the vendors' halves survive (those that do were mostly cases where the two halves were never divided, and both halves were preserved in the purchaser's hands). The "household head" mentioned

is the name of the man under whose name the main land tax heading was registered. It was normally the ancestor who first registered land for land tax. In the case of the Lee clan of Wo Hang, Lee Kuen-lam was the son of First Ancestor of the clan, living at the turn of the seventeenth and eighteenth centuries. He was Lee Chiu-leung's grandfather. Lee Chiu-leung probably died in the year this *chap chiu* was issued, at the age of about 70. See Deed 10.

See Plate 3 for an imperial *chap chiu*, dated "2nd Year, 3rd Moon", in this case referring to the 2nd Year of Chia Ching (1797). This *chap chiu* was issued two years after the deed of sale of the land (Chien Lung 60, 1795: Deed 12). In the Plate, both halves of the *chap chiu* are shown; in this transaction the purchaser kept both parts. During the period in which registration was deferred, the vendor would remain liable for the land tax. Deferment of registration was not uncommon. Given that the purchaser had to make the long and uncomfortable trip to the County City at Nam Tau (Nantou, 南頭) to register a sale into his Land Tax Registry Entry, this is hardly surprising. There was no penalty for late registration.

(12) Red Deed for the Absolute Sale of Rice-Land (Wo Hang), 1795

立賣斷田契人鄧錫齡、兆齡兄弟。有父遺下民稅田壹處土名大坑灣，種壹石，載租斗谷拾石正，載中則民米壹斗柒升五合。今因就近置業須銀湊價，兄弟商議愿將此田出賣與人。先招房親人等，各不愿買。憑中叔捷昌引至李廷光、廷蕃兄弟，入頭承買。當面言定，酬還時值價花銀馬戩柒拾壹兩足。其銀即日經中交足與錫兄弟接回應用。其田亦即日推出與廷光兄弟，經中踏明田陂，收租管業。其稅在三都十六畛六甲，戶長鄧亞壬的名思。讓任廷收割歸戶辦納糧務。此係實銀實契，價足稅足，並無少短準拆等情。乃二家允愿，一賣千休，日后不得反悔。今欲有憑，立賣斷契存照。

作中見銀收捷昌 <生公心>

乾隆六十年九月二十日立賣斷田契人鄧錫齡 <生好心>

兆齡 <良心>

This deed for the absolute sale of rice-land is issued by the brothers Tang Sek-ling and Shiu-ling. They have a piece of taxed rice-land, inherited from their father, measuring ten *tau tsung*, lying at the place called Tai Hang Wan, rented out for ten *shek* of grain. It is assessed as second class, and pays 1.75 *tau* of grain as land tax. Because they are gathering funds together to buy some property, the brothers discussed the matter and decided to sell this land to others. They first offered the land to the men of their immediate descent line, and the rest, but none were willing to buy it. They then entrusted their uncle Tsit-cheung to act as middleman to offer it to the brothers Lee Ting-kwong and Ting-fan, to be taken into their household. In front of the witnesses, it was decided that the market price should be seventy-one

taels of good silver weighed by the official scale. On that day, the money was handed over in full by the middleman to Sek and his brother for them to use. The fields were the same day passed to Ting-kwong and his brother, who, with the middleman, physically inspected the field boundaries, for them to rent out and manage. The tax is registered under the 3rd *to*, the 16th *pei*, and the 6th *kap*: heading Tang A-yam; entry Sze. It is for Ting to cancel the tax entry and re-register it under his own name, and to manage the tax payments. The statement about the money is true, and this is a true deed. The price stated, and the tax stated, are both correct, with no shortfall or improper discount, or anything of the sort. The two families have agreed. This is an absolute sale. There can hereafter be no repenting. Now, wishing to have proof, this deed for the absolute sale of rice-land has been issued as a record.

Middleman and witness to the payment, Tsit-cheung <Conscionable>

This deed for the absolute alienation of rice-land was issued in Chien Lung, 60th Year, 9th Moon, 20th Day, [1795], by Tang Sek-ling, <Right>, Shiu-ling <Proper> (LCSD Central Library, MS 536)

Note: See Plate 1 and Deed 10. The *chap chiu* associated with this sale is at Plate 3: it was issued two years after the sale of the land went through. Rent at Wo Hang was measured by the large rent bushel (see Deeds 10 and 50). The rent received was probably, therefore, 14 standard *shek*. The market price was probably, therefore, 1 tael for 1.97 standard *tau* of rent received, and 1 tael for 0.025 *tau* of tax paid. The tax paid was, therefore, probably 1.25% of the rental income.

(13) Red Deed for the Absolute Sale of Taxed Saline Rice-Land (San Tin), 1815

立斷賣田契人燦揚、天保、等承、美祖、贈父、承祖父遺下潮田，土名新圍，捌分，壹分之中而燦揚兄弟得半分。界數未計。載種肆斗，載民米肆升。今因糧迫無銀應納，欲賣與人。先招房親人等，各不能承。憑中兄緝熙引至房叔裕任允肯承買。中面言定，酌還時值價銀叁拾陸大員，重式拾伍兩玖錢貳分，戥係馬戥。就日立契，其銀一色，經中交足與燦揚接回。其田即日推出與裕，任耕種管業。于半分之田一切淨賣。其稅在本戶六甲的名潔鄉，任裕任收割編納，自辦銀糧務。此係實銀實契，不是嘗田，油燈明買賣。田有不明，賣主同中理明。日后毋得反悔生端。今欲有憑，立斷契永遠存照。

在場人定邦

代筆作中見銀緝熙 <mark>

嘉慶十九年二月二十三 日立斷賣契人天保 <mark>

燦揚 <mark>

等承 <mark>

贈父 <mark>

美祖 <mark>

This deed for the absolute sale of rice-land is issued by Chan-yeung, Tin-po, Tang-shing, Mei-tso, and Tsang-fu. They have a piece of saline marshland, inherited from their grandfather, at the place called San Wai. It is divided into eight shares, of which Chan-yeung and his brothers own a half-share. It has never been divided off. It measures four *tau tsung*, and pays tax of four *shing*. Now, since they are being pressed for taxes and have no money to spend, they are willing to sell it to others. They first offered it to the men of their immediate descent line, and the rest, but none were willing to take it on. Then they entrusted Tsap-hei, as middleman, to offer it to their clan uncle, Yue-yam, and he was willing to take it on by purchase. In the presence of the middleman, they agreed verbally that the market price at that time was thirty-six dollars, or, by weight, 25.92 taels, measured by the official scale. On the same day as the deed was issued, this money, all at the same purity, was handed over to Chan-yeung in full, for him to use. On the same day, the fields were handed over to Yue-yam for him to plough, plant, and manage. This half-share of the land has been sold absolutely. The tax is registered under the 6th *kap*: under the entry of Kit Heung. It is for Yue-yam to cancel the registration and make himself responsible for the tax hereafter. This is a true statement as to the money paid, and a true deed. The land is not trust property. This sale and purchase is as clear as if illuminated by an oil-lamp. Should there be anything unclear as to these fields, it shall be for the vendor and middleman to deal with. Hereafter there can be no regrets or disputes. Now, wishing to have proof, this deed of absolute sale is issued as a record.

Present at the site: Ting-pong

Writer of the deed, middleman, and witness to the money: Tsap-hei <mark>

Chia Ching, 19th Year [1815], 2nd Moon, 23rd Day

This deed for the absolute alienation of rice-land was issued by Tin-po <mark>, Chan-yeung <mark>, Tang-shing <mark>, Tsang-fu <mark>, and Mei-tso <mark>

(From the collection of Dr J. W. Hayes, copy in the Hong Kong Public Records Office)

Note: San Tin (新田) is a large village of the Man (文) clan, lying on the edges of the marshes at the mouth of the Sham Chun (Shenzhen, 深圳) River.

This deed is the earliest of six of which Dr J. W. Hayes holds photostat copies, all relating to the same area of rice-land, dating from 1815, 1899, 1914, 1919, 1925, and 1927. Only this current deed is a red deed, all the rest are white deeds. All the deeds are transactions by which the land was sold (or, in the case of the 1925 deed, mortgaged) between individuals in the Man clan. The site lay within the San Tin village area, but in the marshes immediately north of the Sham Chun River (near Wong Kong, Huanggang, 皇崗). When the New Territories were taken over, the border was placed along the Sham Chun River, and so this site fell outside the New Territories, although it remained very much within the San Tin village area. This deed is included here, even though the site lay outside the New Territories, because it lay within the village area of a New Territories village, and because of its intrinsic interest.

Saline marsh rice-land was a very special type of rice-land. Most rice is intolerant of salt and will not grow if there is any salt in the water at all. Normally, too, rice requires flooded ground for germination and early growth, but dry ground for setting and ripening the seed. However, some strains of rice were produced which could tolerate mildly saline conditions, and also undrainable land, where the ground was flooded at all periods of the year. The strain of rice which could tolerate the highest level of salinity was called red rice (赤米), which was a very coarse and poor-tasting rice used mostly for pig-food (especially for breeding sows, who required good food) and also for distilling spirits, but which could be used as food for man in bad years. A better quality rice, which would grow where the salinity was somewhat less, was the Ham Mun (咸滿) strain, which was good for food for man. This sort of land lay within bunds which would keep out the tides, in enclosures called *wai* (圍). A sluice in the bund would hold back fresh water within the bund at high tides and release it at low tide as far as possible. In order to protect the fields as much as possible from too much water, the *wai* would include substantial areas of ponds and wide water-courses to hold and control excess water. Since the land was always perpetually wet, any field-bunds would tend to collapse back into the mud. In the case of the land covered by this deed, it was not divided into small fields, but left as large areas for ploughing, keeping field-divisions as few as possible. Often, therefore, ownership would be in shares of the whole area, but those shares would not be drawn out on the ground by division. This is the case here, which specifies that the owners held a half of a one-eighth share, which had “never been divided off”. The 1914 deed also states that the area had “never been measured” (實種未計). By 1911, the area was divided into twenty-one shares, of which the share in question was one. In other similar areas of San Tin the shares were allocated by lot each year to the owners.⁷ This land does not seem to have paid the normal land tax, but a special tax levied on saline land, land that had once, or might in the future, be used for salt-working. The 1927 deed specifically states that the tax due was “salt tax” (咸稅). Normally, salt tax was levied at lower rates than the normal land tax. In this case, it is possible that the land paid this tax because it had once been used for salt-working: salt-works in this general area were closed down and turned into rice-land in about 1790, by decree of the Viceroy. Often, salt-marsh rice-land was not ploughed by the owners, but by tenants: this was the case here. The difficulty of dividing the land into small units would have made it difficult to have a large number of owners all ploughing it. Thus, the 1899 deed specifically states that what was being sold was the “right to collect rent and manage” the land (永遠收租管業); the 1914 deed states that the whole of the *wai* (which was then owned in twenty-one shares) was then divided into five plots (大小五坵),

probably implying that it was then farmed as five units; while the 1919 deed states that, at that date, the whole area “was farmed by three tenants” (三人耕), and that what was being sold was the right “to cultivate or collect rent” (親耕收租). Since the water-control systems and bunds of a saline *wai* were critically important to the operation of this sort of rice-land, transactions in the land also involved transactions in the water and bunds as well (the shareholder had to pay a proportional rate for repairs and management of these systems). The large areas of water were usually full of fish and prawns. The 1914 deed specifies that the sale covered “the fields, the fishing-platforms, the prawn ditches, the field bunds, and the water-control system” (田, 魚埗, 蝦籠, 田腳, 掌水), while the 1919 deed also mentions the prawn ditches, and the 1927 deed the field bunds. The 1919 deed also mentions “*piu* fields” (標田) as included in the sale, possibly referring to small fields on top of the bunds. Such arable *wai* were similar in operation to the *kei wai* (基圍), which were used solely as fish- and prawn-breeding areas. Since this was a transaction between close relatives, both vendor and purchaser were eligible to register land under their clan Land Tax Registry heading: all that needed noting in the deed, therefore, were the *kap* and the entry details.

The price quoted is nine dollars per *tau tsung*. The exchange rate (25.92 taels = 36 dollars) implies 1,000 cash to the dollar and 1,388 cash to the Tael.

(14) Red Deed for the Absolute Sale of Taxed Rice-Land (Sha Tau Kok), 1834

立離根賣斷稅田契人劉欽福。先年祖遺下有民稅田一處，坐落土名燒灰山，種仔六[斗]，大小七坵，載中下則，民米柒升五合。今因糧務緊迫，年辰荒歉，愿將此稅田出賣與人。先招房族人等，各不承買。後請中兄欽善，送與李朝樑子孫家內，說議允肯買。即日三[面]言定，時值田價花銀貳拾壹兩正馬戩[九]六。銀立即分厘交足與欽福親手接回應納糧務，並無短少，亦無債貨準拆。其田亦即日經中踏明坵塊，賣出與樑子孫過耕管業。一賣百斷，永無收贖加割。其稅在五都二畝九甲戶長劉安揖的名近池。任朝樑方便過割歸戶。明賣明買，稅價兩足，不是嘗贍。此乃二家情愿，兩無逼。恐口無憑，立賣斷稅田永遠執炤 <mark>。

在場弟欽璋 <心>

作中兄壬善 <本>

見銀伯葉俊 <正>

見數伯德俊 < >

在場伯其俊 < >

道光拾叁年十二月初十日立賣斷數人欽福的筆 <正>

This deed for the absolute sale of taxed rice-land is issued by Lau Yam-fuk. He has taxed rice-land inherited from his ancestors of old, at the place called Shiu

Fui Shan, measuring 6 *tau tsung*, comprising seven plots, larger and smaller, and paying 0.75 *tau* of tax-grain, assessed as second and first class. Since he is now being pressed for taxes, and since this is a famine year, he has decided to sell this taxed rice-land to others. He first offered it to the men of his immediate descent line, but none could buy it to take it on. He then asked the elder brother, Yam-shin, as middleman, to pass it over to the household of the descendants of Lee Chiu-leung, who, after discussion, agreed to buy it. The same day, the three parties agreed verbally that the market price should be twenty-one taels of good silver, measured by the official scale and at 0.96 purity. This money was immediately measured out and paid in full into the hands of Yam-fuk, for him to take away and use to pay his taxes. There was no shortfall, and neither was there any fraudulent discount. On that same day, led by the middleman, they went out and stood on the land to clarify the boundaries. The land has been sold to the descendants of Leung, for them to plough and manage. This is an absolute sale, there can never be any redemption, nor any increase [in the price] nor decrease [in the land handed over]. The tax is registered under the 5th *to*, 2nd *pei*, 9th *kap*: heading; Lau On-yap; entry Kan-chi. It is for Chiu-leung to cancel the existing tax entry and re-register it under his own name, at his convenience. This is a clear case of sale and purchase. The statements as to the tax and the price paid are both true. The land is not trust property. This is an agreement between the two families, and neither side has applied pressure. Fearing that a verbal agreement has no force, this deed for the absolute sale of taxed rice-land has been issued as a perpetual record <mark>.

The younger brother, witness at the scene, Yam-cheung <Appropriate>

The elder brother, acting as middleman, Yam-shin <Right>

The elder uncle, who oversaw the money, Yip-chun <Upright>

The elder uncle who oversaw the account, Tak-chun < >

The elder uncle, witness at the scene, Kei-chun < >

13th Year of Tao Kuang [1834], 10th Day, 12th Moon

This deed was issued by Yam-fuk, over his hand <Right>

(Original in LCSD Central Library, MS534)

Note: Sha Tau Kok is a market town at the extreme north-east of the New Territories. The current deed is for arable land just outside the market. This land was bought by the descendants of Lee Chiu-leung, and added by them to their ancestral trust property (see also Deeds 15 and 55). Deeds 9 and 10 are sales to Lee Chiu-leung and his brothers during their lives. See Plate 2 for the imperial memorial (*kai mei*) which was issued for this transaction: the memorial was issued a year after the red deed, so registration was deferred for some time.

The market price is 1 tael for 0.036 *tau* of tax paid, which is rather high.

(15) White Deed for the Absolute Sale of Rice-Land, (Wo Hang), 1860

立賣斷稅田契數人國瑾、男道輝。自買有稅田壹處，土名桔仔林大路面，大小壹坵，種仔捌升。該租谷柒斗，載中則，民米壹升[---]。其稅在五都貳畝壹甲戶長李權林的名。國瑾父子酌議，今因糧務緊迫，愿將稅田出賣與人。先招兄叔侄人等，各無錢承頂。后請得中人國秀，送與李三捷堂嘗內，允肯承買。當日三面言定，時值斷稅價銀壹拾兩正司馬戡足。其銀即日當中交足與國瑾父子親手接回家中應用，並無少短債拆等情。其田稅當中點明，推出與三捷堂嘗內管業。方便過割歸的自辦糧務。此稅田非是係嘗瞻田燈之田。一賣百斷，永無生端反悔，加剗收贖等弊。此係二家允愿，兩無迫勒。恐口無憑，立賣斷數存照 <公心>。

作中人國秀 <公心>

在場國遠，國高 <公心>

代筆道琳 <公心>

咸豐八年正月初七日立賣斷契數人國瑾存照 <公心>

This deed for the absolute sale of taxed rice-land is issued by Kwok-kan and his son, To-fai. They have a piece of taxed land which they themselves bought at the place called Kat Tsai Lam, across from the main footpath. It comprises one plot, larger or smaller,⁸ and measures 0.8 *tau tsung*. It is rented for seven *tau* of rent-grain. It pays tax of [a little above] 1 *shing* in the Middle Category. The tax is entered in the 5th *to*, 2nd *pei*, 1st *kap*: heading Lee Kuen-lam; entry Kwok-kan. The father and son discussed together and agreed to sell this taxed land to others because they are being urgently pressed for taxes. They first asked their elder brother, the younger uncle, cousins, and the rest, but none had the money to take the land over. Then they asked Kwok-sau as middleman to pass the land over to the Lee Sam Tsit Tong for the land to be entered into the trust property of the *tong*, and they were willing to take it on by purchase. The same day, the three parties agreed verbally that the market price for the absolute sale of this taxed land should be exactly ten taels, as measured by the official scale. The same day, the money was handed over in full by the middleman into the hands of Kwok-kan, father and sons, to be taken home and used. There was no shortfall, and no fraudulent discount in the sum handed over, or anything of the sort. The land, and the responsibility for the tax, after being inspected by the middleman, was handed over to the Sam Tsit Tong, to be managed as part of their trust property. If convenient, they may transfer it to their tax register and take over responsibility for the tax payments. These taxed fields are not trust property, whether ancestral trust, educational trust, or

trust for religious purposes. This is an absolute sale for ever. There can hereafter be no trouble-making or regrets, no increase [in the price], nor decrease [in the land handed over], no redemption, nor any such impropriety. The two families have agreed, and there has been no pressure from either side. Fearing that a verbal agreement has no force, this deed for the absolute sale of taxed land has been prepared as a record.
<Conscionable>

Middleman, Kwok-sau <Conscionable>

At the scene, Kwok-yuen, Kwok-ko <Conscionable>

Writer of the deed, To-lam <Conscionable>

8th Year of Hsien Feng [1860], 7th Day, 1st Moon

This deed of absolute sale of taxed land was issued by Kwok-kan as a record
<Conscionable>

(No. 19 in collection of Wo Hang Deeds, LCSD, Central Library)

Note: This sale, like that at Deed 14, was of land bought and added to the property of a trust, in this case the main ancestral trust of the Lee clan, the Lee Sam Tsit Tong. The deed leaves it to the Sam Tsit Tong as to whether the original land tax entry in the County Yamen be cancelled and the land re-registered under the Sam Tsit Tong's tax schedule. This was never done, however, and the deed remained as a white deed, without being registered in the yamen. The vendor, Lee Kwok-kan, had an "entry" in his own name, presumably registered a few years before this transaction. Since this current sale was never registered at the Magistracy, this "entry" must have remained in being. If, as seems likely, this plot was the only taxed land held by Lee Kwok-kan, the "entry" in his name would have been for a tiny area (about one-tenth of an acre). The reason for not re-registering the land was that the land tax heading was under the name of Lee Kuen-lam. Lee Kuen-lam was the Second Ancestor of the Lee clan of Wo Hang, in the late seventeenth century. Both the vendor (Lee Kwok-kan and his son, Lee To-fai) and the purchaser (the Lee Sam Tsit Tong Ancestral Trust) were equally descendants of Lee Kuen-lam, and so the purchaser could take over the land without going to the trouble (and expense) of cancelling and re-registering the land tax entries, as the purchaser was as much a valid representative of the man in whose name the land tax heading was registered as the vendor.

Rent at Wo Hang was usually measured by the large rent bushel (see Deeds 10 and 50). The rent received was probably, therefore, 9.8 standard *tau*. The market price is, therefore, probably 1 tael for 0.98 standard *tau* of rent received, which is rather high. The tax paid is probably about 1.25–1.5% of rent received. It is possible that, in this case, the standard bushel was being used for measuring the rent. The price per *tau tsung* is \$16.67.

(16) Red Deed for the Absolute Sale of Taxed Rice-Land, (Wo Hang Village), 1883

立退斷咸朗稅田契人曾勝光、勝元、勝清仲賢兄弟人等。先年祖父遺下有咸朗稅田壹處，土名三門灘，載咸朗稅田式畝零[-]正，供壹分正。今因家

中糧務緊迫無銀應納，兄弟叔姪人等酌議，愿將此田出賣與人。先招房族人，俱各無銀承接。后托中人張冬壽，送與隣親李培文堂出首承接。即日經眾言明，時值斷價花銀貳拾壹兩正司碼戥足。其銀即日經中交足與勝光兄弟等接回家中應納糧務，並無短少，亦無債貨拆準等情。其田亦即日經中點明坵數，推出與李培文人等，永遠過耕管業。其稅在五都二畝一甲戶長張永隆的名曾潮海。任由李培文等過割歸戶。日後勝光、勝清兄弟人等不得生端異說，加價劃削等弊。此乃大家允意，兩無迫勒，實銀實契，價足稅足，稅價兩足。一賣千秋，永無收贖。恐口無憑，立賣斷咸朗稅田，字存執炤 <mark>。

作中人張冬壽 <正>

代筆人李心衡 <公平>

在場見字人曾道賢 <mark> 利賢 <mark> 達賢 <mark>

光緒九年正月十八日立賣斷咸朗稅田契人曾勝光、勝元、勝清仲賢等 <天理>

This deed for the absolute sale of taxed saltings is issued by the brothers Tsang Shing-kwong, Shing-yuen, Shing-ching, and others. They have a piece of taxed saltings, inherited from their grandfather, at the place called Sam Mun Tan. It measures exactly two [-] *mau*, and pays salt-marsh tax of one candareen exactly. Now the brothers are being pressed urgently for taxes and have no money to pay. They discussed the matter with their uncles and cousins and decided to sell these fields to others. They first offered them to the men of their own descent line, but none had the money to take them on. They then entrusted Cheung Tung-shau as middleman to offer them to the trust of their close neighbour Lee Pui-man to take them on. The same day in the presence of the community they agreed verbally that the market price for the absolute sale of these fields should be twenty-one taels exactly, as weighed by the official scale. This money was handed over in full the same day by the middleman to Shing-kwong and his brothers etc. for them to take home, to use to meet their taxes. There was no shortfall, no fraudulent discount, nor anything of the sort. The fields and their boundaries were inspected with the middleman on that same day. They were then handed over to Lee Pui-man and the others for them to till and manage for ever. The tax is registered under the 5th *to*, the 2nd *pei*, the 1st *kap*: heading Cheung Wing-lung; entry Tsang Chiu-hoi. It is a matter for Lee Pui-man to have the tax entry changed to his own name. Hereafter Shing-kwong, Shing-ching, and their brothers, and the rest, may not cause trouble, nor can they hereafter raise the price or shave back (the land sold), or any such improper behaviour. The two families have agreed, there has been no pressure from

either side, the price stated is true, this is a true deed, and the details given as to the tax and the price are both true. This is an absolute sale, and there can never be any redemption. Fearing that a verbal agreement has no force, this deed for the absolute sale of taxed salt-marsh rice-land has been issued as a written record <mark>

Middleman, Cheung Tung-shau <Upright>

Writer of the deed, Lee Sam-hang <Fair>

Witnesses at the scene, Tsang To-yin <mark>, Lei-yin <mark>, Tat-yin <mark>

9th Year of Kuang Hsü [1883], 18th Day, 1st Moon

This deed for the absolute sale of taxed saltings was issued by the brothers Tsang Shing-kwong, Shing-yuen, Shing-ching, and others.

(No. 35 in collection of Wo Hang Deeds, LCSD, Central Library)

Note: This deed is connected with Deed 106: both were issued on the same day, by the same group of vendors, for land in the same general area. Taking the two deeds together, the most likely scenario is that Lee Chiu-leung bought saltings in the Wo Hang Bay, sometime in the Chien Lung era, from villagers of Ma Tseuk Ling (麻雀嶺) village. This land paid the salt-marsh tax (a tax levied on land actually or potentially usable for salt-working, see Deed 13): salt was, in fact, worked in this area, and the land was probably bought by Lee Chiu-leung with a view to working salt there. In 1883, the whole bay was proposed to be reclaimed for arable use. This work was undertaken by a trust set up in the name of Lee Pui-man. Although the Chien Lung sales had been absolute sales, change of use from saltings to rice-land would have had knock-on effects on other saltings adjacent and nearby. The change of use would also have had the effect of potentially increasing the tax due from the land, from the low saltings tax to the higher standard rice-land-tax (from 1 candareen, which equals 13.8 cash, to the much higher figure due from rice-land). It would seem that the Chien Lung sales had not been registered at the yamen, which is what would be expected if they had been sales of the *tei pei* rights only. Now, the Lee clan needed to buy out the *tei kwat* rights and re-register the land in their own name, as the descendants of the original landowners were not willing to pay the new higher taxes. The market price is low. The deed is cast in the form of an absolute sale of the *tei kwat* rights of the newly formed rice-land, but it should doubtless be seen as a buy-out of the residual rights of the saltings land. Deed 106 is probably a very similar transaction: here the Lees were buying out residual rights of some kind in preparation for the same reclamation project, probably in recognition of the knock-on effects the work would have had on adjacent lots.

It is unclear exactly what the circumstances were which allowed the Land Tax Registry heading to be in the name of a man of the Cheung surname, and the entry to be in the name of a man of the Tsang surname.

The market price quoted represents \$7.87 per *tau tsung* (at the standard conversion rates 4.8 *mau* = 1 acre = 6.1 *tau tsung*).

(17) White Deed for the Absolute Sale of Rice-Land and Other Land (Ho Sheung Heung area), 1901

立賣斷田地契人向西張曉堂。先年有祖父遺下經分割之田地，坐落土名苦草新坑，田大少[sic]式坵，原租谷官斗式石正，又土名大園地壹大坵分兩處居，係原租官斗谷四石四斗正，合共租谷陸石四斗正。今因糧務緊迫，無銀應納，愿將此田地出賣斷與人，討銀應納糧務。先炤[sic]房親，各不能承買斷。憑中人侯成元伯，引至侯貴祿家內，合說允肯入頭承斷。中面言明，時值價花銀陸拾四大員足，重四拾陸兩零捌分正。就日立契，其銀當中壹切交妥與張曉堂親手接回返家應納糧務。其田地租谷即日推出點明坵種數與貴祿，允遠收租管業。寸角不留，永無收贖，壹賣百斷。此田地如有來歷不明，賣主同中理明，不干承斷人之事。此糧務係收租之人完納，不用過割，大家情愿允肯悅意，不是債折等情。恐口無憑，今欲有憑，立賣田地契數存炤 <mark><mark>。

作中人侯成元伯 <mark><mark>

代筆人張阿開 <mark><mark>

光緒貳十七年十貳月廿日立賣斷田地契人向西張曉堂的筆

This deed for the absolute sale of rice-land is issued by Cheung Hiu-tong, of Heung Sai. He has rice-land inherited from his grandfather by way of a division between the heirs. It lies at the place called Fu Tso San Hang and comprises two plots, larger and smaller, and pays rent in grain of twenty *tau* measured by the official bushel, and also there is other land at the place called Tai Yuen, comprising one large plot, divided into two sections, and which pays rent of forty-four *tau* measured by the official bushel. The rent from the two areas together comes to sixty-four *tau* exactly. Now since he is being urgently pressed for taxes and has no money to pay, he has decided to sell this land absolutely to others, so that the money gained can be used to pay the taxes due. First the members of the immediate descent line were offered it, but none could buy it absolutely. They entrusted Hau Shing-yuen, as middleman, to offer it to Hau Kwai-luk to buy it into his household, and, after discussion, he was willing to take it on by way of an absolute sale. In the presence of the middleman, it was agreed verbally that the market price should be sixty-four dollars in full, weighing 46.08 taels exactly. The same day that the deed was issued, this money was handed over in full into Cheung Hiu-tong's hands for him to take home and use to pay the taxes due. The field boundaries and the details of the land were inspected and the rent due from them clarified, and they were then handed

over to Kwai-luk for him to receive rent from for ever. Nothing whatever is left to the vendor; there can be no redemption; this is an absolute sale. Should there be anything outstanding from the past regarding this rice-land and other land, this shall be a matter for the vendor and middleman to settle; it will not be the responsibility of the purchaser, who agreed to purchase it absolutely. The taxes due are for the man who receives the rent to pay, and it is not necessary to re-register the land. This is entirely agreed. There has been no improper discount or anything of the sort. Fearing that a verbal agreement has no force, and wishing for proof, this deed for the absolute sale of rice-land and other land has been issued as a record.
<mark><mark>

Middleman, uncle Hau Shing-yuen <mark><mark>

Writer of the deed, Cheung Ah-hoi <mark><mark>

27th Year of Kuang Hsü [1901], 20th Day, 12th Moon

This deed for the absolute sale of rice-land and other land was issued over the hand of Cheung Hiu-tong of Heung Sai

(From the collection of Dr J. W. Hayes, copy in the Hong Kong Public Records Office)

Note: Ho Sheung Heung (河上鄉) is a large village of the Hau (侯) clan, close to the northern border of Hong Kong, facing into a valley which drains into the Sham Chun River (the border river).

This deed is of an absolute sale of *tei kwat* rights, but without any details on the taxes due on it. This is probably because the date (1901) lay between the handover of the New Territories (1898) and the final institution of the new Crown Rent system (1905). All the *tei kwat* rights were to be cancelled by the new administration as usurped and unjustified. By 1901, it must have been clear which way the wind was blowing. In this deed, the *tei kwat* rights over land paying sixty-four *tau* in rent were sold for sixty-four dollars, or one dollar per *tau* of rent received. This is not a very low figure (compare Deeds 8–10 and 14, of 1781–95 and 1860, where the *tei kwat* rights were sold for the equivalent of one dollar for 0.96, 0.84, 1.05, and 0.525 *tau* of rent received respectively). Nonetheless, this sale should probably be seen as an attempt by the vendor to get something for rights clearly seen to be likely soon to be valueless, and as a speculation by the purchaser that he might be able to get some compensation from the new authorities for them. By 1901, no Chinese land tax was being paid for this land, since it now lay within the New Territories, and hence this deed could not be registered at the yamen. See also Deed 18, for another deed representing an attempt to sell off rights in the face of Hong Kong Government's reluctance to recognize them.

In this deed, and in a number of others, the character for "middleman" is written 𠵿. This is usually seen as the simplified form of the character 眾, "community", but is here clearly being used with the special meaning "middleman".

The market price quoted is \$1 per 1 *tau* of rent received, which equals 1 tael for 1.38 *tau* of rent received. The exchange rate implies 1,000 cash to the dollar and 1,388 cash to the tael.

(18) Deed of Management of Rights (Ma Wan Island and San Tin), 1902

特授新安縣儒學正副堂楊招

給照管業事。照得邑中學校，向來學東西齋，共有土名汲水門北盆山馬灣東南邊，上至山頂，下至海邊等處苗田，共原稅伍拾肆畝，係批與佃人陳錦明、登明等承耕。每年該納租穀肆拾捌石；並土名北盆山燈籠洲山場壹個，係批與佃人鄭惠壽承採柴草，每年該納租銀貳大員。又學東齋自有新田村土名中心洛，荒咸田園壹個，原稅柒拾伍畝，並土名沙芋龍口兩處，歸水路田畝同計，係批與佃人文占新等承耕，每年共該納租穀叁拾壹石。均應納三都又畚末甲戶長義學的名，景山糧務；其餘租歸文廟油香之用。不料劃入租界，佃人謂每年將租完納英糧，尚須賠墊，不復納租儒學已經有年。且再遲則業定洋籍，不能歸學。迫請縣照會，取回此業，仍須年賠墊，無可奈何。迫兩堂商酌幸司理人潘達堂查明，愿以自行湊服，聯名榮興公司入頭承受。本學因願將上所列東西齋均管之業，及東齋自管之業，俱推歸榮興公司承管。而領回榮興所愿繳。東西齋均管業價銀貳佰大員，東齋自管業價銀壹佰伍拾大員，交付完足，以便分別存案生殖，垂為嗣後收息，供文廟之需。另又領到榮興所繳東西齋銀壹佰大員，東齋銀伍拾大員，以助本官目下薪水，並給司理人，及書斗往來縣房辦事各費銀三佰伍拾大員，一自交付兩訖。其田地山場推出，任由榮興公司永遠管業收租。自納英國糧務，永與本學兩堂無涉。議明日後兩家永無反悔。今欲有憑，立給照管業字一紙，付執為據，須至照者。

一照給受業戶榮興公司主持人潘達堂、總司理人冼耀輝收執。

光緒二十八年十一月初二日庠斜臬

(woodblock seal of the County School)

(printed) 學行

遵照

An order of the San On County Director of Education, Yeung, and the Deputy Director, Chiu.

This deed is issued about a matter of management of property. This deed states that there is, in this county, a school which has all along been divided into the Eastern and Western Colleges. The colleges jointly own land at the place called Pak Pun

Shan, at Kap Shui Mun, that is, the south-east side of Ma Wan, that is, the rice-land between the crest of the mountain above and the sea below, totalling fifty-four *mau* of land registered for tax, all of which is tenanted to the tenants Chan Kam-ming and Tang-ming, etc., at an annual rental of forty-eight *shek* of rent-grain. They also own jointly a stretch of hill-side at Pak Pun Shan, known as Tang Lung Chau, which is tenanted to the tenant Cheng Wai-shau to cut firewood and grass there, at an annual rental of two dollars. The Eastern College owns on its own waste saline rice-land, enclosed separately, at San Tin, known as Chung Sam Lok, totalling seventy-five *mau* as registered for tax, and also a piece of land at Sha Wu Lung Hau. These two pieces of land are both calculated as marsh rice-land, and are both tenanted for cultivation to the tenant Man Tsim-san etc., at an annual rental of thirty-one *shek* of rent-grain. All this land is entered on the tax register under the 3rd *to*, and the appropriate *pei* and *kap*, under the household name of the Charity School, King Shan tax section. The rent from these lands is used to meet the ritual expenses of the Temple of Literature. Unexpectedly, the lands have been included in the leased area [the New Territories]. The tenants now have to pay Crown Rent to the British, and have not paid rent to the school for a number of years. If action is not taken, the foreigners might become the owner of the property, and it would not be returned to the school. The school was forced to request the county to seek the return of this property, or compensation for the school, but to no avail. The two colleges were forced to discuss the matter. Fortunately, the Manager, Pun Tat-tong, after discussion, indicated that he was willing to raise money by issuing shares, and to take the rights over in the name of the Wing Hing Company. The school is willing to pass all the above-mentioned property owned jointly by the Eastern and Western Colleges, and the property owned separately by the Eastern College, to the Wing Hing Company to manage. Wing Hing is willing to pay \$200 for the rights to the properties jointly owned by the two colleges, and \$150 for those of the property owned by the Eastern College separately, and handed over all this money in full: the income from the interest will hereafter provide for the needs of the Temple of Literature. Furthermore, Wing Hing has paid \$100 to the Eastern and Western Colleges, plus a further \$50 to the Eastern College on its own, to assist this office to meet its present needs for salary. The Managers and the Education Staff will close the account for this \$350 after all the monies needed for the actions required between them and the County Authorities have been paid. These fields, land, and hill-side are all now for the Wing Hing Company to manage and receive rent for ever, as they see fit. Wing Hing shall be responsible for paying Crown Rent to the British, and shall not involve the school or the two colleges in this. This

is agreed, and hereafter there can be no repenting the transaction by either party. Now, wishing for proof, this written deed of management of property has been issued as a record of evidential value.

This copy has been given to the receiving organisation, that is, the Chairman of the Wing Hing Company, Pun Tat-tong, and the Manager, Sin Yiu-fai, for them to keep

28th Year of Kuang Hsü [1902], 2nd Day, 11th Moon

Woodblock Print of the County School Seal

An Educational Matter (printed)

Obey this Order

(From the collection of Dr J. W. Hayes, photostat copy in author's possession: this deed was copied from a file in the District Office, Tsuen Wan)

Note: Ma Wan (today written 馬灣, probably originally 媽灣) is a small island lying between Lantau Island and Tsuen Wan, in the centre of Hong Kong.

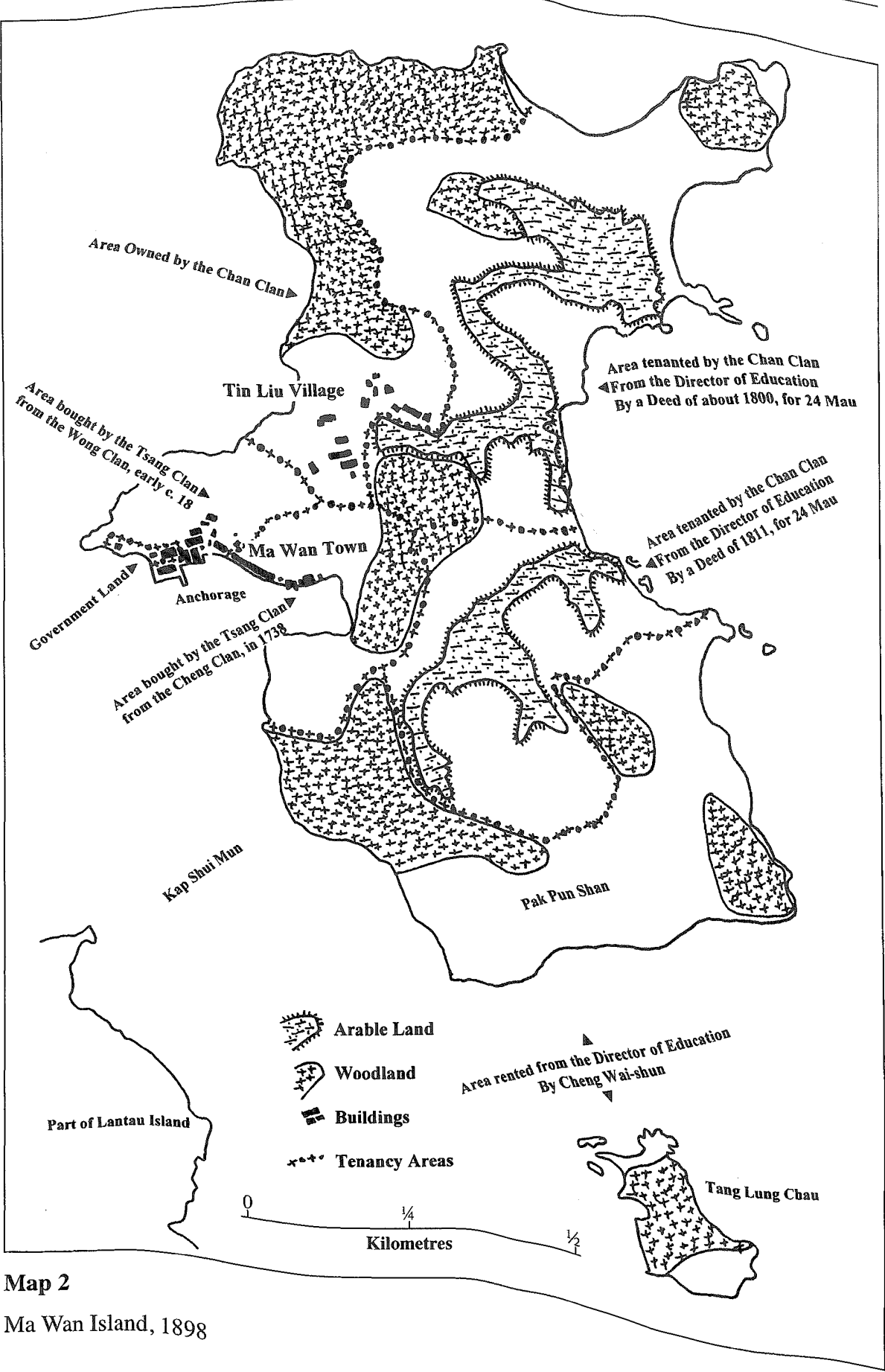
As with Deed 17, this deed was issued in the period between the handover of the New Territories (1898) and the institution of the new Crown Rent system (1905). This deed is similarly an attempt by the old *tei kwat* owner to get something for the old rights before they became valueless.

When the New Territories was taken over in 1898, one of the first areas investigated for the purposes of clarification of land titles was Ma Wan. A report, and several other documents, were written by the New Territories Land Court; these, together with the current deed, oral history taken from the recollections of the village elders, and some letters from that period, give more information on the pre-1898 land history of Ma Wan than of most other parts of the New Territories.⁹ What survives, however, makes it clear that the current deed substantially simplifies the land history of the island.

Ma Wan Island divides into two main areas (see Map 2). To the south, around the anchorage, a small town grew up, mostly in the mid to late nineteenth century. The town was Punti (本地, Cantonese-speaking). Inland there was a single Hakka village, Tin Liu (田寮), a single-surname settlement of the Chan (陳) clan. A document of 1903 states that the landholders' deeds showed that the land on the island "had been confiscated by the District Magistrate for the misdeeds of the owners", and had been subsequently granted to the 1898 holders or their predecessors in title. The *tei kwat* rights over the island were divided. The area around the anchorage was owned in 1898 by a Tsang (曾) clan: they had bought the rights from a Wong and a Cheng clan in 1738. A small area of land near the anchorage was imperial land. In 1898, the main buildings of the Customs Station stood here: in the Ming this had probably been the site of a small naval station. Everything else on the island, together with some other confiscated land near Kowloon City, and some land donated near San Tin, had been granted to the San On Director of Education.¹⁰ The Chan clan were in occupation of the Tin Liu

area probably from the 1730s: by 1794, they had opened about ten acres of rice-land there.¹¹ However, the clan did not take out a permanent tenancy until rather later: they must initially have occupied the land on temporary year-by-year tenancies from the Director of Education. When permanent tenancies were agreed, there were two. The northern area of rice-land formed one, and the southern area the other. The second of these tenancies was granted in 1811, and the first probably a few years before that. It seems likely that each tenancy was for twenty-four *mau*, and the rent charged for each tenancy seems to have been twenty-four *shek* of grain (i.e., one *shek* per *mau*). In practice, the Director of Education had commuted the grain rent for silver, at the rate of 1.6 taels per *shek*, to a total of 76.8 taels, which was the total rent actually being paid by the Chans each year before 1898. The Director of Education paid land tax on fifty-four *mau*, but thus received rent from only forty-eight *mau*. This may well have been the result of an agreement with the Chans at the time the permanent tenancies were issued. A map prepared by the Director of Education in 1902 shows the site of the houses of Tin Liu village, and the hillslopes immediately adjacent to the village as being owned by the Chans, not tenanted by them: it seems likely that the Director of Education granted them this land (presumably this area was nominally of six *mau*, although the Chans paid no rent or land tax on it) when the Chans agreed to the tenancy of the rice-land (if the land tax here was, as on Lantau, 0.125 *tau* per *mau*, the Director would have paid 6.77 *tau* a year in tax in total for the whole of the Ma Wan property, or barely two-thirds of a *shek*, and so could afford to be generous).¹² The permanent tenancy to the Chans must have given them the right to open land for arable without paying any additional rent for it: by 1898, the Chans were in fact ploughing some 21.43 acres, although the forty-eight *mau* on which they paid rent was equivalent to only 9.61654 acres. The donation of the site of the village to the Chans, of course, would have allowed them to build houses without restriction. The Chan clan rented the land from the Director communally – all the rice-land was tenanted by the individual Chan clan families by oral perpetual tenancies from the Chan clan's main ancestral trust (set up in the name of the founding ancestors, the brothers, Chan Kam-ming and Chan Tang-ming), which was the *tei pei* tenant of the Director for the two tenancies. The system was managed by the village elders. The rent was paid communally from the funds of the trust. Ma Wan is unusual insofar as land not under the plough was assessed for land tax. The probable explanation of this is that the island would have been re-assessed for land tax when it was confiscated and re-granted, and a much higher than usual tax assessment placed on it, covering all the island, not just the arable and the potential arable. There was a good deal of woodland on the island: this was used almost entirely for a thriving trade in cut firewood. The land tenanted by Cheng Wai-shau comprised the uninhabited islet of Tang Lung Chau and the uninhabited hillslopes above the south-east seashore of Ma Wan, immediately opposite Tang Lung Chau.

* * * * *



Map 2

Ma Wan Island, 1898

Deeds: Leases and Tenancies of *Tei Pei* Rights by *Tei Kwat* Landowners

(19) Lease of *Tei Pei* Rights (Pui O Village), 1729 (a woodblock form, filled in as appropriate)

碧沙陳李宅久遠堂為批照事。祖宋探花，歷官龍圖閣學士，謚忠簡，食邑祭田坐落大奚山，土名杯澳、塘菜湖、中心墩，苗田二坵，該種…石陸斗…升…合。今佃人張文昇到宅領批耕管，言定每斗種，歲該租銀叁錢玖分伍釐叁毫司馬銀水玖陸色足。遞年分作早晚兩季[-]納，不得少欠。如本年租銀不完，下年另批別佃。自領批之後，務要守分安耕。不得聚眾開山，及招引親友到庄居住等情。此批以十年為期，期滿之日另發新批。凡本宅到庄收租，送往迎來，論流供膳。悉照通庄事例須至批者。

付杯澳庄佃人張文昇執照

雍正六年七月十九日批 (Seal of Lei Kau Yuen Tong)

This is a deed issued in regard to a tenancy from the Kau Yuen Tong of the Pik Sha Chan Lei clan. The ancestor was awarded the third place in a national civil service examination in the Sung Dynasty. He held different official positions, and was finally appointed a Chancellor of the Secretariat. He was posthumously ennobled with the title "Chung Kan" and was granted a fief with land to support ancestral sacrifices, at the place called Lantau Island. This included the land called Tong Choi Wu and Chung Sam Tun at Pui O, two pieces of rice-land measuring six *tau tsung*. Now the tenant Cheung Man-shing has come to the clan, seeking to lease this land, to plough and manage it. It was agreed verbally that the rent should be 0.3953 taels per *tau tsung* per year, weighed by the official scale and at ninety-six per cent purity. Each year payments shall be made at the two seasons, early and late. Payment must be made in full: no shortfall will be permitted. If the rent due in any year is not paid in full, the following year the land will be leased out to a new tenant. After the lease, care must be taken to keep the land well ploughed. It is not permitted to call the people together and to go and open fields from the hill-side, nor to call friends or relatives to come to live at the place, nor any such thing. This tenancy is limited to ten years: when the lease period is completed a new lease will be issued. Whenever anyone from the clan comes to the place to gather the rent, they are to be entertained on arrival and departure and provided meals at the tenants' expense. The tenant must fulfil each and every stipulation in this deed in running his farm.

This is the record given to the Pui O tenant, Cheung Man-shing
6th Year of Yung Cheng [1729], 19th Day, 7th Moon (Seal of Lei Kau Yuen Tong)
(From the collection of Dr J. W. Hayes, copy in the Public Records Office, Hong Kong)

Note: Pui O (杯澳) is a valley on the southern coast of Lantau Island. There are three or four villages there.

The Lei Kau Yuen Tong was the ancestral trust of the descendants of the Sung scholar-official Lei Mau-ying (李卯英), who was granted the whole of Lantau in 1205.¹³ The *tong* attempted to keep tight control over its lands by refusing to issue permanent tenancies to its tenants, requiring tenancies to be re-issued every ten years, before 1776 by forbidding tenants to open new land (new land, if opened, required a new, separate tenancy from the *tong*), and by forbidding tenants to sublet to newcomers. In practice, however, the *tong*'s tenancies were not renewed, but left to continue for generation after generation to the same tenant families throughout the eighteenth and nineteenth centuries. The *tong* was not entirely successful in stopping tenants opening new land from the waste, or by reclamation of the sea-bed (see Deed 2). In the case of this land, the lease was not renewed until the takeover in 1899, 170 years after this lease was granted, despite the statement in the deed that a renewal would be required every ten years. The *tong* ran a significant bureaucracy to keep track of its tenants and issued common-form tenancy documents to its *tei pei* tenants, on pre-printed woodblock forms. These were produced in duplicate, one copy being given to the tenant and one retained by the *tong*, and entered into its private Land Registry. See Deed 21.

(20) Perpetual Tenancy of the Topsoil Rights issued by the Landholder (Tai Om Shan Village), 1733

萬石堂廖宅，有祖遺下稅山，土名等處大崙山。立承批於雍正拾壹年。今有佃人

鍾毓興前來問到廖昆能，兄弟商議允肯佃人承批，開墾城田耕種。經中言定，實價窄批頭銀壹兩肆錢四分正，當中交與廖昆能親手接回。即日與廖宅地主看明山所，以定山界為憑，上至南邊零飯凸，下至北邊桃租園凹連蔴峯，東邊塘凹，西邊至七頭凸所止。任鍾毓興子孫永遠開墾耕種管業。日後廖宅人等不得異生端，永無反悔。两家佃人中面言定，實納廖宅山租錢伍百文，限至九月一足收完。此山任由鍾毓興永遠開墾耕種。不得申租。乃係两家情愿，照數清交可也。日後或有村鄉人，不得爭占，倘或爭占，交與廖宅一力擔當。乃係鍾毓興承批佃人在山耕種，不[得]住遠人私頂。今欲有憑，付此批永遠存照。

廖斯源筆元 <公心>

族長廖斯一 <好心>

房長廖昆能

廖應番 <全批>

雍正拾壹年貳月初拾日廖宅萬石當 <正>

The Liu clan of the Man Shek Tong has inherited from its ancestors taxpaying hill-slopes at the place called Tai Om Shan. This deed of perpetual tenancy is issued in the 11th Year of Yung Cheng. A tenant, Chung Yuk-hing, has come and made a request to Liu Kwan-nang and his brothers, and has discussed the matter and agreed to take on a perpetual tenancy, opening up fields there from the waste, and cultivating it. With the middleman it was verbally agreed that the down-payment for this perpetual tenancy should be 1.44 taels exactly. The money was paid into Liu Kwan-nang's hands by the middleman, for him to take home. On the same day, together with the landlords from the Liu clan, the hill-slopes were inspected to clarify the boundaries: the boundaries were found to be, above, to the south, to Ling Fan Tat; below, to the north, to To Tso Yuen Au, including Ma Tse; to the east to Pin Tong Au; and to the west to Chat Tau Au. The whole of this area shall be for Chung Yuk-hing and his descendants to open fields from the waste, till, plant, and manage for ever. Hereafter, the Liu clan may not cause trouble, and there can be no regretting the transaction. The two parties, the tenant and the middleman, agreed verbally that the annual rent to be paid to the Liu clan would be 500 cash, with the restriction that this must be paid in full by the 9th Moon. These hill-slopes are for Chung Yuk-hing. He may open fields from the waste and till them for ever. Additional rent may not be demanded. This deed is a voluntary agreement between the two families: all that is required is for the payment to be made. Hereafter, if any troubles or contention arise with other villagers or local residents, this shall be entirely a matter for the Liu clan to deal with. This is a perpetual tenancy by which Chung Yuk-hing becomes the tenant of these hill-slopes, to till the area. It is not permitted for the tenancy to be transferred to someone living far away. Now, wishing to have proof, this record of the perpetual tenancy of this area is issued.

The deed was written by Liu Sze-yuen <Conscionable>

Clan Elder, Liu Sze-yat <Right>

Tenancy Issued jointly by the Heads of the Branch of the clan, Liu Kwan-nang and Liu Ying-fan

The Liu Clan of the Man Shek Tong, 11th Year of Yung Cheng [1733], 10th Day of 2nd Moon <Upright>

(From the collection of Dr J. W. Hayes, given him by Mr Liu Ching-leung, BBS, JP)

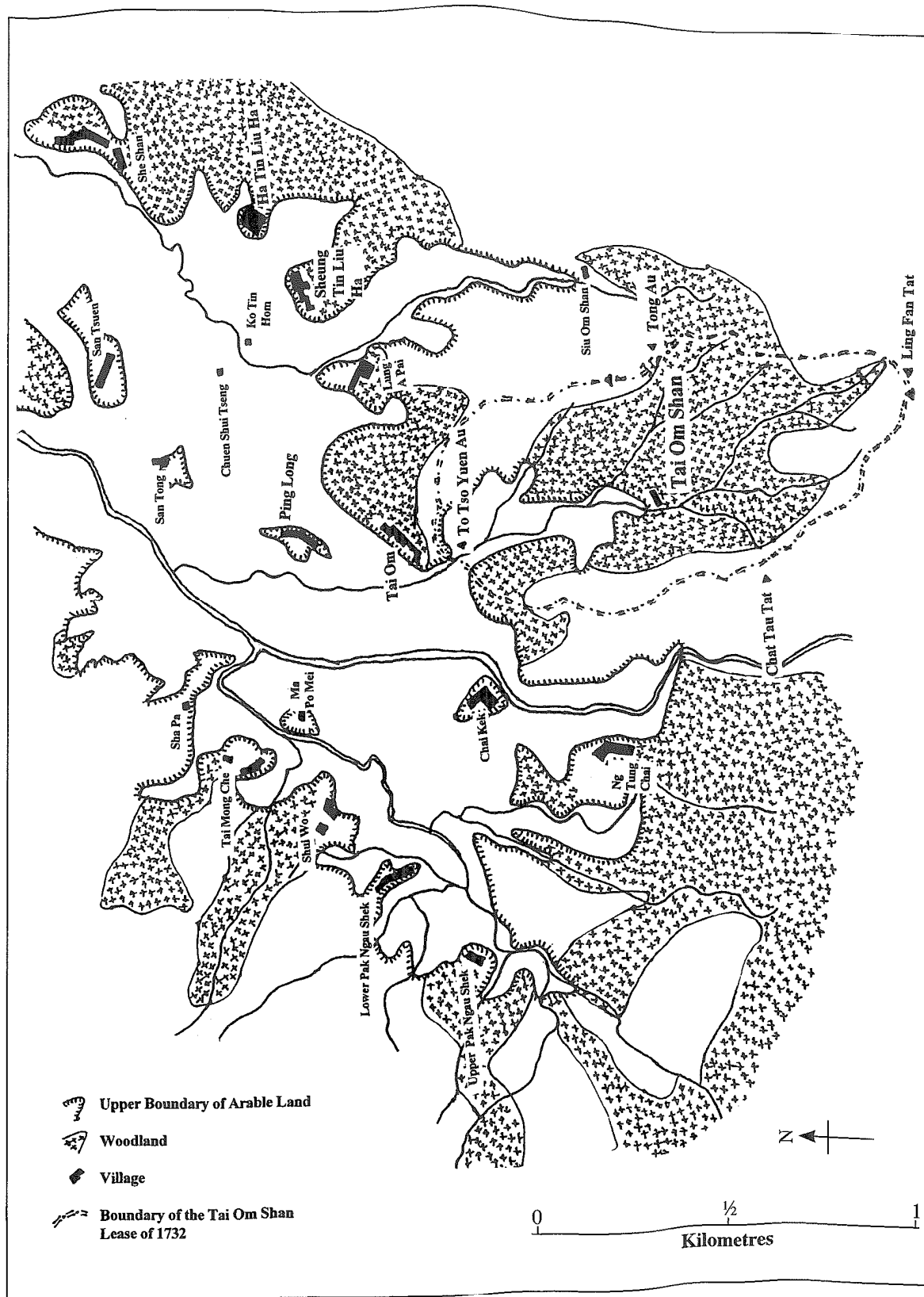
Note: Lam Tsuen (林村: see Map 3) is a valley lying almost east-west, and some three or four miles long, a little to the west of Tai Po Market, with about twenty-two villages. A stream runs down the valley, with a number of tributary streams entering from the south. The valley is bordered by steep forested mountains on all sides. The valley was lightly settled in the Ming. The *tei kwat* rights over the valley were claimed by a number of clans, of whom the Liu clan of Sheung Shui was one.

One Hakka family, the Chung (鍾), settled as tenants of the Lius at Ping Long (坪朗), on good land near the main stream, at the end of the seventeenth century. Within a few years, one member of the clan was sent to occupy Tin Liu Ha (田寮下), about half a mile away (a little later, the Tin Liu Ha Chung consolidated their control of the area by establishing a second Tin Liu Ha village, and, rather later, a third, Ko Tin Hom, 高田壩, on the edge of their lands); in the next generation, another son of the clan was sent to occupy Tai Om Shan, which is what this current deed records. When this deed was issued in 1732, therefore, the Chung clan occupied three or four village areas within Lam Tsuen, although it is unlikely that the clan had more than a dozen males by that date.¹⁴ All these villages were occupied under tenancies issued by the Lius.

Tai Om Shan is a side valley of the main Lam Tsuen valley. Two spurs running towards the north from the southern mountain wall catch a small, narrow valley between them. The current deed leases all the land in the valley, between the mountain wall and the two spurs, and from the southern mountain wall to a marked constriction in the valley between Tai Om Shan and Ping Long (the To Tso Yuen Au of the deed), to the Chung (see Map 3). A foot-path was established which runs right around the valley along the boundaries of the tenanted area.¹⁵ Most leases of *tei pei* rights in the New Territories area seem to have been along the lines of this current deed (although not those issued by the Lei Kau Yuen Tong on Lantau, as can be seen from Deeds 19 and 21), that is, leasing a broad area between easily recognisable boundaries, with the tenants having the right to open as much rice-land as they wished within the tenanted area without the rent being increased to reflect the amount of land broken to the plough as time passed, and with the tenants in the meantime having the sole right of access to, and use of, the waste as yet not opened for arable uses. It will be noted from Map 3 that, as late as 1898, the great majority of the area tenanted by the Chung of Tai Om Shan was still forested; much of the rest was waste grassland and shrub-covered hillslopes. Land opened for arable uses covered no more than ten per cent of the area. It is likely that the Chung in 1732 had in mind the value of the Tai Om Shan forests as well as the arable potential of the valley. By the terms of this 1732 deed, the Chung had a monopoly of access to the Tai Om Shan woods.¹⁶ The current deed includes a clause forbidding subletting "to someone living far away", but this was ambiguous, since, if land was sublet to someone who came to live on the land so tenanted, then this person was no longer someone "living far away": this ambiguity probably underlay a major dispute between the Liu clan and their topsoil tenants and sub-tenants in the Hoi Ha area of North Saikung (see Deed 117).

500 cash is fifty cents. The down-payment, of 1.44 taels, is exactly two dollars at the standard exchange rate of 0.72 taels:1 dollar, so the down-payment was equal to four years' rent.

A photograph of this deed, with a translation, has been published, pp. 36–37 and Plate 1, in D. Faure, *The Structure of Chinese Rural Society: Lineage and Village in the Eastern New Territories, Hong Kong*, East Asian Historical Monographs, Oxford University Press, Hong Kong, 1986.



Map 3

The Western Part of the Lam Tsuen Valley

(21) Lease of Topsoil Rights (Pui O Village), 1807 (a woodblock form, filled in as appropriate)

發批碧陳沙[sic]李久遠堂。有祖宋學士，忠簡公，食采流祭，嘗田坐落新安縣大奚山。奉督憲准，詳定以每畝歲輸租銀伍錢。今佃人張恭廷到祠，領出杯澳庄土名沙[-]背田…坵，共壹畝捌分陸厘計每年該租銀…兩玖錢叁分…厘，六色司碼，分早晚兩季納足，不得拖欠。自領耕後，務要用心耕管，毋得拋荒、爭圳、擅伐樹木，及引外人到庄滋事。其田自領自耕，如不願耕，繳回批照，任從田主另批別人，不許私頂私兌紊亂姓名，坵段難查租數。田主到庄收租，輸流供膳，迎來送往，擔挑行李，毋得推諉。此批是實批以拾年一換，以便其子孫兄弟分耕，租數各照輸納，每換一批，每畝要銀叁分，以為來往筆墨紙張之費。

右批黃字第肆號，付與佃人張恭廷執照。

嘉慶十一年十一月初五日碧陳沙李久遠堂值事中立、汪蔭、明魁 <mark> 等批
(sealed with Lei Kau Yuen Tong seals)

This tenancy is issued by the Lei Kau Yuen Tong of Pik Chan Sha [sic]. Their ancestor was a scholar in the Sung, and was ennobled with the title “Chung Kan”, and given a fief, with trust property to support ancestral sacrifices, at the place called Lantau Island, in San On County. The High Provincial Authorities, after careful consideration, have ruled that all this land should pay rent each year of 0.5 taels per *mau*. Now the tenant, Cheung Kung-ting, has come to the Ancestral Hall to take over a farm at Pui O, at the place called Sha [Fan?] Pui, comprising ... pieces of rice-land, measuring altogether 1.86 *mau*, and which should pay rent each year of 0.93 taels, weighed by the official scale, and at ninety-six per cent purity. The rent should be paid at the two seasons, early and late, each year, without any shortfall. After the lease the tenant shall take every care to till the ground and manage it. It is forbidden to let the land go to waste, to quarrel over the watercourses, to fell the trees without authority, to bring in outsiders to live there, or to cause trouble. The land is for the tenant to care for and to plough by himself. If he does not plough it himself, the tenancy will be cancelled, and the land will be re-leased to whomsoever the landlord deems most appropriate. It is not permitted to lease the lands privately, nor to let them pass out of the tenant's control to any stranger. If the lots are difficult to point out on the ground, nonetheless the rent shall be as calculated. When the landlord's men come to the farm to collect the rent, they are to be entertained on arrival and departure, and provided meals at the tenant's expense, and the

tenant must carry their baggage. The tenant must bear all the consequences of the lease, and no excuses will be accepted. This is a true tenancy.

The tenancy is limited to ten years, after which it will be re-issued. For the greater convenience of the descendants who wish to divide the land to plough it, the rent shall be re-calculated at the renewal of the lease, and 0.3 taels per *mau* will be charged as pen-money for writing the deed.

This is the right-hand half of the record as given to the tenant Cheung Kung-ting. It is registered under the character “Wong”, at no. 4.

11th Year of Chia Ching [1807], 5th Day, 11th Moon

This tenancy was issued by Chung-lap, Wong-yam, Ming-fui, the permanent managers of the Lei Kau Yuen Tong of Pik Chan Sha <mark> (sealed with Lei Kau Yuen Tong seals)

(From the collection of Dr J. W. Hayes, copy in the Hong Kong Public Records Office)

Note: See Deed 19.¹⁷ Despite the statement in both this deed and Deed 19, that renewals would be required every ten years, in this case the only deeds issued between 1729 and 1899 (170 years) seem to have been these two, so that neither seems to have been renewed after the first issue. Oral testimony from Lantau suggests this was usual, and that renewals were rare (Dr J. W. Hayes, personal comment). This is a later version of the standard-form Lei Kau Yuen Tong tenancy deed as used on Lantau. There are interesting differences between the earlier (see Deed 19) and this later standard-form tenancy. Most of these differences arise from the final settlement of the seventy-year long dispute between the *tong* and its tenants on Lantau (1776, see Deed 2). That final settlement confirmed the *tong*'s rights to take the customary rent from the rice-land, but cancelled the *tong*'s rights to charge “key-money” on new land opened from the waste or sea-bed at the tenants' cost and labour, and to demand tenants take out separate tenancies for any such reclaimed land. The prohibition on opening new land from the waste was dropped from the new standard-form tenancy deed, therefore. On the other hand, the rent for the old rice-land (at 0.5 taels per *mau*) is emphatically demanded, a demand stated to be supported by the ruling of the “High Provincial Authorities”. The rules on sub-letting have been tightened up compared with the older version, but divisions between heirs made easier. The fee to be charged for each renewal has been made explicit in the newer version, and a few points left out in the older version have been inserted. The rent level stated in the two versions of the common-form tenancy deeds (0.3953 taels per *tau tsung* in the earlier, and 0.5 taels per *mau* in the later version) represent much the same level of rent (both equate to about \$2.40 per acre). This later version of the common-form tenancy deed shows that the land registry of the *tong* was modelled closely on the government County Land Registry, with deeds easily retrievable by the use of unique reference numbers on both copies of the deeds, and with the common-form tenancy deeds printed from woodblocks in duplicate sheets, formed into great books, from which the

right-hand halves were cut off for handing to the tenants, and the left-hand halves retained by the *tong* in its land registry, with both halves bearing the same unique reference number.

The number of fields was left blank on the deed as issued.

(22) Absolute Sale of a House and a House-Site (Yau Yue Wan), 1856

立讓斷茅屋壹間並前後屋地人俞觀秀、姪亞仔，承叔父國昌遺有破屋一間，並前後屋地一所，今因鍾振富父子，擇日倒堂，去舊更新，連堂一概從新起造房屋，誠恐俞觀秀後，裔爭佔反悔，故登即請集地主，俞瑞興四大房子孫到場，立明斷帖一張，補回花紅銀貳員，交瑞興子孫收入。另先日俞壬秀、觀秀，前經領到鍾振富屋價，前後屋地，銅錢六千文正。立斷帖之日，當眾言明前後，上下屋，地任由振富父子大振地基，連堂起房屋，子孫永遠居住，觀秀後裔人等永無反悔，一讓千休，今欲有憑，立斷帖一張，交振富永遠收存炳照。

即日批明，家內並無神爐在內 (written in a different hand)

在場地主

俞任 <公>、萬、進成 <正>、連成 <公心>、玉成 <公>、立 <忠>、姪宏盛 <忠>、元 <直>

耆老成、振來 <公心>

咸豐六年九月廿一日立斷帖地主四大房子孫的筆人俞傑成 <公心>

This deed for the absolute sale of a ruined house together with an area of land suitable for building houses before and behind it is issued by Yue Kwun-sau together with his nephew Ah Tsai. They have inherited from their uncle and father Kwok-cheung a dilapidated house together with an area suitable for building houses. Now Chung Chan-fu, father and son, having chosen a lucky day, came to the site with the aim of clearing the old and replacing it with new, by building an entirely new house on the site. Since they were concerned that the descendants of Yue Kwun-sau might object to or regret any sale, and thus cause trouble, they called together the landlords, that is, the four great branches of the descendants of Yue Shui-hing, who met up at the site, and there they issued this deed of absolute sale. Chung Chan-fu gave a goodwill gift of two dollars to the descendants of Shui-hing. On the same day, Chung Chan-fu gave Yue Yam-sau and Yue Kwun-sau the price of the house, that is 6,000 copper cash exactly. On the day when the deed was issued it was agreed verbally, in front of the whole community, that hereafter Chan-fu, father

and son, may at their will take away the foundations of the old house and build a new house on the site, and on the area of land before it and behind, where their descendants might live forever. The descendants of Kwun-sau may never regret the transaction, which shall last forever. Now, wishing to have proof, this deed of absolute sale is passed to Chan-fu to hold and keep forever.

On the day it was noted that there was no altar to the deities within the house.
(written in a different hand)

The landlords present at the scene: Yue Yam <Fair>, Man, Tsun-shing <Upright>, Lin-shing <Fair>, Yuk-shing <Fair>, Lap <Honest>, the nephew Wang-shing <Honest>, Yuen <Straight>, the Elders Shing, Tsan-loi <Fair>

6th Year of Hsien Feng [1856], 9th Moon, 21st Day. The writer of this deed of absolute sale for the four great branches of the landlords Yue Kit-shing <Fair>

(From the collection of Dr J. W. Hayes, copy in the Hong Kong Public Records Office)

Note: The *tei kwat* landholder of Yau Yue Wan village was the Yue Shui-hing ancestral trust (see Deed 5). The descendants of Yue Shui-hing formed four branches, or *fong*. Land at Yau Yue Wan was let on perpetual *tei pei* tenancies to members of the Yue clan. One such perpetual tenancy had been granted to Yue Kwok-cheung, perhaps about 1800. Now Chung Chan-fu wished to buy from the sons of Kwok-cheung a dilapidated house with land in front and behind, such that he might build there an entirely new house. He wanted to buy out the *tei kwat* rights to the soil as well as the perpetual *tei pei* tenancy of the structure (for the *tei kwat* and *tei pei* rights to houses, see Deed 41). The sons of Yue Kwok-cheung (Yue Kwun-sau and Yue Yam-sau, the latter being represented by his son, Ah Tsai, presumably because Yam-sau was incapacitated for some reason or other) were willing to sell the structure and the *tei pei* rights. Chung Chan-fu, however, wished to buy out the *tei kwat* rights to the soil as well. Chung Chan-fu therefore called representatives of the *tei kwat* landholders to witness the transaction, and to confirm the transfer, paying them a fee of one-third of what went to the sons of Yue Kwok-cheung for the *tei pei* rights. The seal of the Yue Shui-hing ancestral trust is stamped on the deed over the mention of the fee of two dollars paid to the trust.

Fifteen years later, Chung Chan-fu was to buy the *tei kwat* rights to a piece of rice-land in Yau Yue Wan from the Yue Shui-hing ancestral trust, and would establish a Land Tax Registry sub-entry for this. See Deed 5.

(23) Perpetual Tenancy of the *Tei Pei* Rights Issued by the *Tei Kwat* Landholder (Wo Liu Village), 1868, 1897

立轉批人上水廖婆壽等，有丙山祖稅山，土名浪逕，東至禾塘嶺背瓦鉤墩，西水浪路下，南大坑，北退逕凹大路為界，四至分明。今批與李二壽父子起造房屋並耕種，開田開峯，種竹木松樹。壹切言定，每年完納租錢

式百文正。輪值之人收辦秋祭，八月後壹切清楚，不得少欠。二家允意，恐口無憑，立永遠批為炤。

同治陸年三月十三日上水廖婆壽立 (廖丙山祖印)

光緒貳拾叁年八月十二日，上水廖宅丙山祖家長廖水佑、祝兄，瓊有，客圭、全發、錦發、富廣、富立，轉與李連興，奉回家長，筆金銀七分二。日後不得異言，李連興永遠管業 <mark> <mark>。

(上水廖炳山祖圖印)

A deed for the renewal of a permanent tenancy. The Sheung Shui people, that is, Liu Po-shau and others, have taxed hill land at Long Keng, inherited from the Ping Shan Ancestor. The boundaries are, to the east, Nga Yiu Tun near Wo Tong Ling, to the west as far as the Shui Long Road, to the south as far as the big stream, and to the north the main footpath at Long Keng Pass is the boundary. All four boundaries are clearly known. The whole of this land is currently tenanted by Lei Yi-shau and his sons, to build houses, plough and plant, open fields and hill-paddy, and to plant trees, bamboo, and other things. It has been agreed that 200 cash should be paid each year as rent. The one on whom the duty rotates should pay all the rent due from the entire area after the Autumn Sacrifices in the 8th Moon: no shortfall can be allowed. The two families have agreed. Fearing that a verbal agreement has no force, this deed of permanent tenancy has been issued as a record.

6th Year of Tung Chih [1868], 3rd Moon, 13th Day. This deed was issued by Liu Po-shau (seal of Liu Ping Shan Ancestral Trust).

On the 12th Day, 8th Moon, 23rd Year of Kuang Hsü [1897], the elders of the Liu Ping Shan Ancestral Trust of the Liu clan of Sheung Shui, Liu Shui-tsoh, Tsuk-hing, King-yau, Hak-kwai, Chuen-fat, Kam-fat, Fu-kwong, Fu-lap, renewed this to Lei Lin-hing, for the sum of 0.72 taels pen-fee, handed over to the elders. Hereafter there can be no murmuring: Lei Lin-hing has the right of management of the area for ever <mark> <mark>

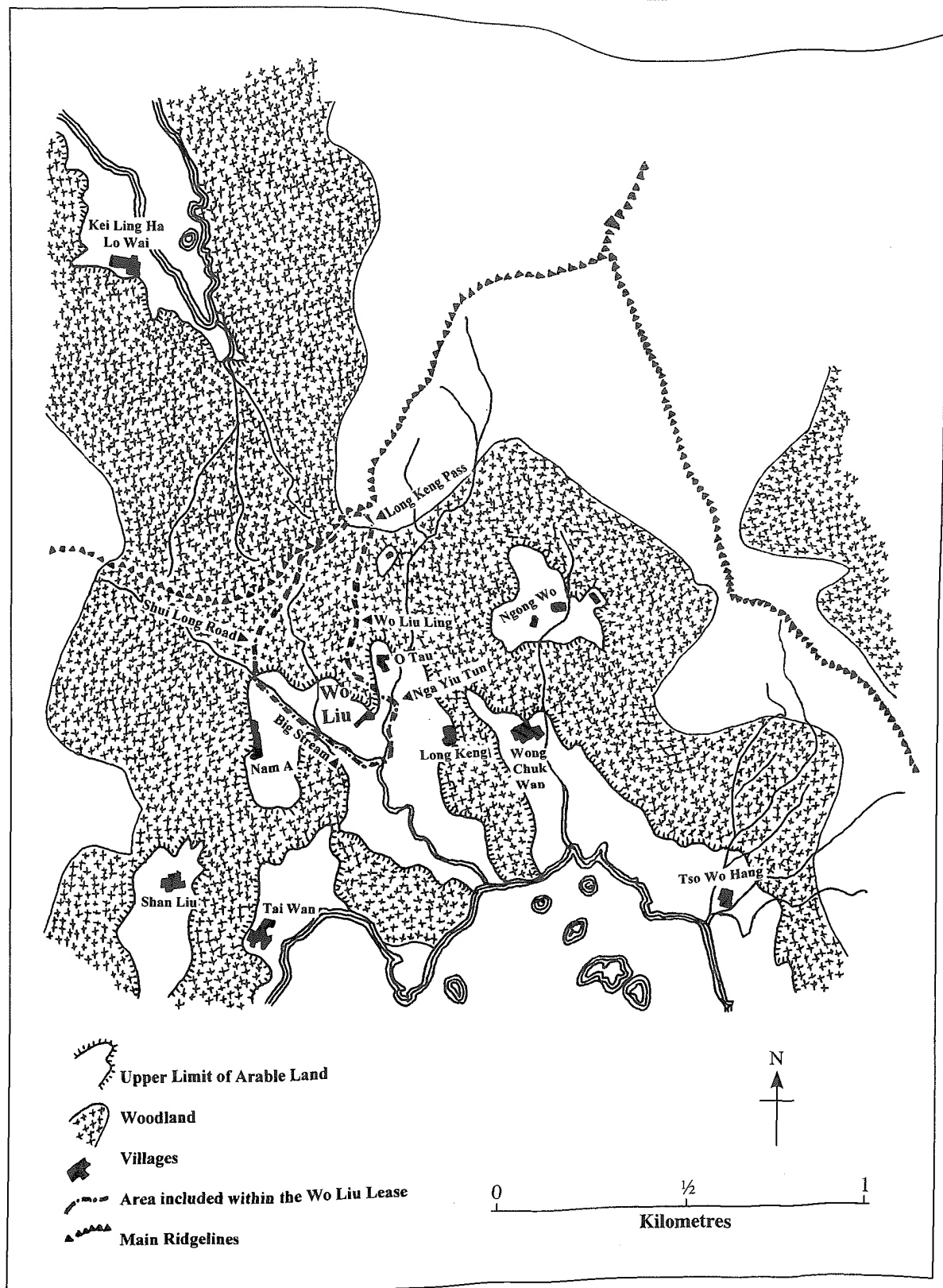
(seal of Liu Ping Shan Ancestral Trust)

(From the collection of Dr J. W. Hayes, copy in the Hong Kong Public Records Office)

Note: The Liu clan of Sheung Shui issued a permanent tenancy of the *tei pei* rights to land at Wo Liu (禾寮), Long Keng, to a tenant clan of the Lei surname, probably in the second or third quarter of the eighteenth century, and so at a date about the same as the Tai Om Shan tenancy (Deed 20). The original Wo Liu tenancy deed was probably essentially identical to

the Tai Om Shan tenancy deed. In 1868, however, the Leis sought a re-issue of their tenancy deed (the original had probably been lost), and this deed was the result. While much abbreviated from what the original must have been, it clearly assumes an original deed very similar to the Tai Om Shan tenancy deed. It specifically permits the tenants to open new land from the waste without paying extra rent on such land, and it implies that the rent on the whole area would not be raised. The tenants sought a further re-issue in 1897, probably when the then head of the Lei clan, the man to whom the 1868 re-issue was issued, died. The aim must have been to get the name of the new family head onto the records at Sheung Shui. Renewed deeds of this sort must have been quite common. The renewal is written as a marginal addition to the 1868 deed. The renewal suggests that the rent can never be raised. The Long Keng area is a broken, hilly area north-east of Sai Kung Market, mostly quite deeply forested (see Map 4). The area consists of numerous small valleys, with streams which flow down from the main mountain mass to the north-west (the Ma On Shan massif) and from the lower hills to the north-east, to the sea, separated by many well-wooded ridges and hills. The area was settled in the early to mid-eighteenth century, with a large number of mostly very small villages, one to each valley or valley section. The Long Keng area consists of one of these small valley complexes. A village, of the Wong (王) clan, was established at Long Keng itself, and somewhat later, a second settlement was established in the adjacent valley, at Wo Liu: O Tau (澳頭) and Nam A (南丫) were established in other parts of the same valley complex, at about the same date. The Wo Liu and Long Keng settlements are separated by about 200 yards. Wo Liu and Long Keng were both very tiny settlements, as were O Tau and Nam A. In 1911, there were only forty-four residents in Wo Liu and Long Keng together (twenty males and twenty-four females), with a further twenty-five at Nam A and twenty-one at O Tau – only ninety persons in the entire valley. Wo Liu and Long Keng were always regarded as forming a single village community. It is the Wo Liu settlement which is the subject of this tenancy deed. The tenancy deed gives details of the boundaries of the area tenanted. These can be mapped out on the ground today (see Map 4): the boundaries mark out the Lei clan land from the Wong clan land by a line along the stream-course which lies between the two settlements; on the other sides, the boundaries lie along easily marked lines, the stream-course, the hill-crests and the main footpath to the pass. The area leased to the Lei clan at Wo Liu was much smaller than the area leased to the Chung clan at Tai Om Shan (the total area leased is barely a fifth as big as the area leased at Tai Om Shan, but the arable area is about half as much as the equivalent area at Tai Om Shan): this smaller size is reflected in the much smaller rent demanded from the Leis. While the area within the Wo Liu lease under forest was much less than at Tai Om Shan, access to the forest and the exploitation of its assets was still economically important to the Wo Liu people – hunting and sale of forest products in the market at Sai Kung was a significant factor in local life.¹⁸

200 cash is twenty cents. The “pen-money” of 0.72 taels is one dollar, or 1,000 cash, and is thus equal to five years’ rental. It would seem that the rent due to the Lius was paid in rotation by the Wo Liu families.



Map 4

The Tai Wan–Wong Chuk Wan Area

(24) Renewal of Lease for a Shop (Cheung Chau Town) Issued by *Tei Kwat* Landholder, 1903 (a woodblock form, filled in as appropriate)

維則堂黃有祖慶聯、慶祥遺下稅地，坐落土名外長洲

疊奉

各大憲查勘明確，該洲週圍地段盡屬本堂稅業，批准任由本堂建造舖屋，耕種田園，給照在案，曾經本堂，自用工料築固地基，以備起造。今有羅亞同，係惠州府海豐縣人氏，自來洲內留易，入甲列冊。携全約保林帶，前到本堂批承大灣尾屋地壹間，坐東向西，深式丈八尺，闊壹丈式尺，編列…字第…號。蓋造瓦屋壹間。言定每年預期花邊租銀柒毫馬，俱以春冬二季清交。若有延欠，同即將此舖推出與本堂，另賃別人以抵租項。毋得掙踞。倘同另有他圖，將屋頂授與人，須帶其人兼全約保親到本堂，識認對明，有無拖欠舊租務，須一概清完，方許換立新批，不得執前舊批私相頂手。如有擅行私頂者，一經查出，定即指名送究。所欠舊租，仍著承頂者完納。凡遞年所收租項，必須認明本堂圖記印單，方可納交至本堂內。子姓繁衍其有與同私自賒借，係同祇向經手者討取，不許混將屋租扣抵同，或將屋轉賃與人。定須查明，其人委係殷實良善方可租賃。本堂之批限依五年一換，倘有愆期即屬偽混雖執舊批，亦為故紙。同承批之後稔宜守分營生。毋得買賣違禁貨物、窩賭聚匪不[-]等-。如有干犯，定行送究驅逐。發批存照。

光緒廿玖年十式月初九日發批族長黃喜勝等 (Seal of Wong Wai Chak Tong)

The Wai Chak Tong, of the Wong clan, has inherited from ancestors Hing-luen and Hing-cheung taxed land at the place called Ngoi Cheung Chau.

It has been repeatedly ruled:— by the High Provincial Authorities, after detailed investigation, that all the land on the island is and ought to be part of the taxed land of the *tong*. As such, the building of houses or shops, and the tilling or planting of fields or gardens must be in accordance with the sanction of a deed issued by the *tong*. Anyone using their own labour and material to fix foundations must do so in accordance with documents issued in advance by the *tong*. Now Law Ah-tung, from Hoi Fung County in Waichow Prefecture, has come to the island to do business here, and has registered himself here, with Lam Tai as guarantor. He came in the past to the *tong*, seeking a tenancy of a house-site at Tai Wan Mei. This house-site stands to the east, facing west. It is 2.8 *tseung* deep, and 1.2 *tseung* wide. It is number ... in section ... It is roofed with tiles as one house. It was agreed verbally that the rent should be seventy cents a year, all of which should be paid at the two

seasons, spring and winter, with no shortfall. Should there be any shortfall, then the shop will be immediately liable to be re-entered by the *tong*, and let out to some other tenant at the same rent. There must be no wicked or improper behaviour. Furthermore, if it is intended to lease the house to some other person, then that other person must be brought to the *tong* together with the original tenancy agreement so that the parties can check that there is no outstanding back-rent due: all back-rent due will have to be cleared before any new lease will be allowed to be issued in exchange for the old one. It is not permitted for the old lease to be privately transferred to other hands before a new agreement is issued. If anyone transfers a tenancy without authority, then, as soon as this is discovered, they will be prosecuted. Anyone taking a tenancy where there is back-rent due, and wishing to clear all the debt from the previous years, should bring the demand notes from the *tong* and explain his intent, before paying the sum outstanding into the *tong*. Where the tenant has many sons, and has privately borrowed money from others, the debt must be settled by the debtor, and must not be settled by mortgaging or subletting the house, and using the rent from the house to meet the debt. It is necessary that the *bona fides* of the incomer and his credit-worthiness be checked before he can be given a lease. Leases from the *tong* are limited to five years, after which they must be renewed. Should, by oversight, the lease not be renewed at the due date, the old lease documents shall be immediately considered void, and treated as waste paper. After the lease is issued, do business, and do your duty in all amity. It is not allowed to trade in forbidden goods, to gamble, or commit crime, or to do any such evil acts. If any crime is committed, certainly it will be dealt with by prosecution. This is a record of the tenancy.

29th Year of Kuang Hsü [1903], 12th Moon, 9th Day. Wong Hei-shing, the clan elder, and others, have issued this deed (Seal of Wong Wai Chak Tong)

(From the collection of Dr J. W. Hayes, copy in the Hong Kong Public Records Office)

Note: Cheung Chau (長洲) is a small island to the south-east of Lantau Island. It is the site of a major fishing-port and market town.

The Wong Wai Chak Tong, an ancestral trust, has owned Cheung Chau as *tei kwat* landholder since the early Ming at the latest. The island has no significant rice-land: it is essentially a market town and fishing-port. The *tong* issued tenancies house by house and shop by shop to the *tei pei* tenants. These tenancies were, in theory at least, never perpetual, but limited, at least nominally, to five years, and the *tong* was able to keep tight control over sub-tenancies and transfers of tenancies. Alone of all the *tei kwat* landholders of the New Territories, the new administration accepted the Wong Wai Chak Tong as the registered owner of Cheung Chau: until the return of Hong Kong to Chinese sovereignty, the residents

on the island lived in houses under tenancies issued by the *tong*. Up until the early twentieth century, these tenancies were issued under common-form woodblock printed tenancy deeds such as this one.

The section number and the house number were left blank in the deed as issued.

* * * * *

Deeds Relating to Tei Pei Rights: Absolute Sales of Rice-Land

(25) White Deed for the Absolute Sale of Rice-Land (Wu Kau Tang), 1800

立退斷田數兄子龍，今因易業少湊，夫妻商議愿，將父遺下經分自份土[名]棵子富，租田[種子]壹斗，大小五坵，每年載納鍾吳二宅，租斗谷三斗正，又搭勝頂平峯叁坵，連猪古稔園[地三]塊，又搭丹竹坑峯[園]兩塊，員嶺仔二塊，俱在[內]情愿出退與弟子麟，入首承接。即[日]立數，面定時值價銅錢貳拾壹千五百文正。[其錢]即日交與兄親手接收，並無短少債[扣等]情。其田園峯地自退之后任[弟]子麟過[耕永]遠為業子龍父子異日不得生端及[悔]委。係一退百斷，永無收贖[削]價等情。今欲有憑，立數付炤。

在[場]弟[---][子]振 <mark>

作[中]弟[---]子鳳 <mark>

依-代筆 人劉上展 <mark>

嘉慶四年一月二十一日立退斷數兄子龍 <mark>

This deed for the absolute sale of rice-land is issued by the elder brother Tsz-lung. Since he wishes to go into business, but has no capital, he and his wife discussed the matter. They decided to hand over to their younger brother Tsz-lun all their share of the land inherited from their father, that is, five pieces of land, large and small, measuring one *tau tsung*, paying rent to the Chung and Ng clans of three *tau* of grain annually, at the place known as Kwo Tsz Fu, and three pieces of hill-paddy at the flat area at the summit of Shing Teng together with three enclosed plots at Chue Kwu Nim, and also the two pieces of enclosed hill-paddy at Tan Chuk Hang and Yuen Ling Tsai, altogether and with everything included. On this day they met and agreed that the market price should be 21,500 copper cash exactly. This money was paid into the hands of the elder brother on that day, in full, with no shortfall, or fraudulent discount or anything of the sort. He himself sold off all this land, rice-land, hill-paddy, and enclosures, and hereafter all this becomes the younger brother

Tsz-lun's property to manage for ever. Tsz-lung, father and sons, cannot hereafter cause trouble or regret the transaction. This is an absolute sale for ever, without any right of redemption or increase in the price, or anything of the sort. Now, wishing to have proof, this record has been issued.

Witness, the younger brother ... Tsz-tsan <mark>

Middleman, the younger brother ... Tsz-fung <mark>

Writer of the deed, Lau Sheung-tsin <mark>

4th Year of Chia Ching [1800], 1st Moon, the 21st Day. This deed for the absolute sale of a number of pieces of rice-land was issued by the elder brother Tsz-lung <mark>

(Photostat copy in author's possession)

Note: Wu Kau Tang (烏蛟騰) is a village lying in an upland basin halfway between the inlets of Sha Tau Kok Harbour and Tolo Harbour (Plover Cove), in the north-east of Hong Kong. It was dominated by the Lei (李) clan.

This deed¹⁹ records a man selling out his share of his inheritance to his younger brother. The elder brother hoped to use the cash to seek his fortune elsewhere, away from his native village. Since this was a transaction within a family, no mention of a middleman or witnesses is made in the body of the deed. In the witness list, the middleman and witnesses named are the other brothers of the two principals. The family was, it would seem, very poor: the share sold by the elder brother was at best about a quarter of an acre of rice-land only, and much of it was poor-quality, single-cropping hill-paddy. In time, the younger brother of this deed became the "Tsz Lun Ancestor" of Deed 56. There was a tradition, which seems to have been quite widespread in Kwangtung, whereby, if there was a very poor family with two surviving sons (or more: four in this case), and so little land that both, or all, sons would inevitably starve to death if both or all married, then the elder son would take whatever cash there was, leaving his younger brother(s) the land, and would go away to make his own way in the world. This may well be the background to this deed. The deed was issued at the time the market at Sha Tau Kok (沙頭角) was founded (Wu Kau Tang lay within the Sha Tau Kok area), and the elder brother may well have hoped to make a living as a coolie or labourer in the construction work available there.

21,500 cash is \$21.50.

For photographs of white deeds, see Plates 6 and 7.

(26) White Deed for the Absolute Sale of Rice-Land (Shek Pik), 1846

立杜斷田數人沈宗紹，因為家內貧乏，糧務緊迫，無銀應用，合家父子酌議，將祖父遺下，自己經份名下苗田壹垵，坐落土名南坡頭，大小三坵，牌田壹坵，該實種九升，計實租伍份肆厘。每年該納租銀貳錢七份，推出

賣斷與振德人等名愿承買。今有宗茂，引至到振德家內學說，振德合家允肯，愿酌還墾工價銀貳拾貳大員，共重壹拾伍兩捌錢肆份司碼戥兌足。此銀即日一切當中交與宗紹叔親手接回家內應用。每年納沙房租銀二錢九。此田在道光貳拾伍年正月初四日，即現交還田振德，允愿子孫管業親耕，與宗紹叔男樹興壹割百割無痕。宗紹男樹興、宗茂男樹發人等有退日後，子孫允愿不得刁難。二家情愿有等有退，耕田每年納租錢與李姓。此係實銀實數，不是上頭債折等情。恐口無憑，今欲有憑，立此賣斷數壹紙，永執存照。

退斷田叔宗紹男樹興接回銀人 <mark><mark><mark>

嫡兄宗茂男樹發 <mark>

嫡侄在場興泰 <mark>

嫡侄見交銀人全德 <mark>

嫡侄作中人連興 <mark>

代筆人伍疊陽 <mark>

道光貳拾伍年正月初四日宗紹叔男樹興，賣斷田數壹紙，交與振德永執存照

This deed for the irrevocable and absolute sale of rice-land is issued by Sham Tsung-shiu. Since his household is destitute, and is being urgently pressed for taxes, and there is no money to pay, the whole family, father and sons, discussed the matter and agreed to sell absolutely the rice-land they inherited from their grandfather by way of a division at the place called Nam Po Tau, comprising three pieces, larger and smaller, plus one piece of *pai* land. The land measures 0.9 *tau tsung*, and is assessed at 0.054 taels of rent, and should pay 0.27 taels in rent each year. They agreed to offer it to Tsan-tak and those others, to see if they would be willing to take it on. Now Tsung-mau has gone to offer it to Tsan-tak, who, after discussion with his whole family, agreed to take it on. It was agreed in discussion that twenty-two dollars was the price for opening the land there, or 15.84 taels weighed by the official scale. This money was handed over in full through the middleman into the hands of Tsung-shiu, to take home and use. Every year this land pays rent to the Sha house of 0.29 taels. On the 4th Day, 1st Moon, 25th Year of Tao Kuang [1846], as soon as the money was handed over, it was agreed that this rice-land should be passed to Tsan-tak and his descendants to plough and manage. Tsung-shiu, his uncle, and his son, Shue-hing, accept that this is an absolute and irrevocable sale. Shue-hing, the son of Tsung-shiu, and Shue-fat, the son of Tsung-mau, and the rest,

and their descendants, cannot hereafter cause any trouble. The two families have agreed that the fields have all been handed over without condition for ploughing, and that the annual rent will be paid to the Lei clan. The statements as to the money are true: this is a true deed. This is not a case where there has been any improper discount paid by the vendor, or anything of the sort. Fearing that a verbal agreement has no force and wishing for proof, this written deed for the absolute sale of rice-land has been issued as a permanent record.

Shue-hing, son of uncle Tsung-shiu, who sold this rice-land absolutely

<mark><mark><mark>

Shue-fat, son of the elder brother Tsung-mau <mark>

Hing-tai, nephew, present at the scene <mark>

Chuen-tak, nephew, witness to the handing over of the money <mark>

Lin-hing, nephew, middleman <mark>

Writer of the deed, Ng Tip-yeung <mark>

25th Year of Tao Kuang, 1st Moon, 4th Day, Shue-hing, the very own son of Tsung-shiu, (issued) this written deed for the absolute sale of rice-land, and handed it over to Tsan-tak as a permanent record

(From the collection of Dr J. W. Hayes, original in the Permanent Collection of the Museum of Art, Chinese University of Hong Kong, copy in the Hong Kong Public Records as HKMS 99 1/14)

Note: Shek Pik (石壁) was a valley on the south-west coast of Lantau, with three villages. The valley was used to build the Shek Pik reservoir during the late 1950s.

The rentals quoted seem to suggest that 0.27 taels rent was being paid for 0.9 *tau tsung* of land, or about 0.3 taels per *tau tsung*. It is unclear what is meant by “is assessed at 0.054 taels of rent”. This quoted rent would have been significantly lower than the normal figure charged by the Lei Kau Yuen Tong, (which is the “Sha house” and the “Lei clan” of the deed): the *tong* usually charged rent at a little below 0.4 taels per *tau tsung*. It is unclear what is meant by *pai* land, although it would seem that this land was paying rent to the Lei clan of 0.02 taels a year. The exact circumstances are thus rather obscure. The prominence given to the sons of the principals in this deed may well be due to a desire by the purchaser to involve the next heir in the transaction. The reference in the deed to the money passing being for “the opening of the land (墾工價)” must imply that this land had been reclaimed, but, if so, then, in the context of Deed 2, the reclamation must have been before 1777 to have attracted rent to the Lei Kau Yuen Tong.

The price quoted is \$24.40 per *tau tsung*. The exchange rate (\$22:15.84 taels) assumes 1,388 cash to the tael.

(27) White Deed for the Absolute Sale of Rice-Land (Wu Kau Tang), 1847

立退斷田字人李友彩，今因家中少錢應用，先年父遺下有苗田壹處，土名
 淝洋坑，苗田貳塊，連面上峯壹塊，又對面方峯貳塊連松，又塔落嶺凹苗
 田壹塊，連連嘴大斯峯壹塊，苗田共三塊，載種仔七升正。先招族人等，
 各不連[sic]承接。后請中人送到李仕勝出手承接。時實賈錢捌千文正。李
 友彩父子情[-]愿過耕管業。不敢祖 當生端，異日反[-]。二家允意，並無迫
 勒。立退斷田字存照。

代筆人李毓清 <公心>

見字人李毓彬 <公正>

中人李毓通 <中心>

道光貳拾六年十貳月十二日立退斷苗田字人李友彩 <公心> 祖毓亮 <天理心>

This deed for the absolute sale of rice-land is issued by Lei Yau-tsoi, who, because he is short of money to spend in his family, has decided to sell rice-land he inherited from his father, that is, two plots lying together at the place called Fei Yeung Hang, together with the plot of hill-paddy, and the two square plots opposite them, together with the pine-trees there, and also the single plot of rice-land at Tap Lok Ling Au, together with the plot of hill-paddy at Lin Tsui Tai Sze: altogether the three plots of rice-land measure 0.7 *tau tsung*. He first offered them to those of his own descent line, and the rest, but none could take them over. He then asked a middleman to pass them to Lei Sze-shing to take over. The market price was 8,000 cash exactly. Lei Yau-tsoi agreed to hand [the land] over to plough and manage. No one will dare ever to cause trouble over this, or hereafter to regret the transaction. The two families have agreed. No pressure was applied. This written document is issued as a record for this absolute sale of rice-land.

Writer of the deed, Lei Yuk-ching <Conscionable>

Witness to the Deed, Lei Yuk-pan <Righteous>

Middleman, Lei Yuk-tung <Correct>

26th Year of Tao Kuang, [1847], 12th Moon, 12th Day.

This deed for the absolute sale of rice-land was issued by Lei Yau-tsoi <Conscionable>, and the Ancestor Yuk-leung <Reasonable>

(Photostat copy in author's possession)

Note: 8,000 cash is \$8. The price quoted is \$11.43 per *tau tsung*. The "Ancestor" Yuk-leung, must have been the vendor's father or grand-father, of the same generation as the Middleman and Writer of the deed.

(28) White Deed for the Absolute Sale of Rice-Land (Shek Pik), 1850

立賣斷田契人張添福、添德、母親陳氏。承祖父遺下苗田式坵，實種壹斗，坐落土名正隴，今家貧，糧務緊迫，子母商議願將此田出賣。先招親人等，各不受。後托中人陳天生，引至龔珩玉兄弟，允愿入首承買。眾面言定，價銀貳拾大員另伍錢0分正司馬兌足，與添福兄弟接回應用，毫無短少。即日立契，其田當中指明，推出與珩玉管業。異日添福叔侄兄弟永遠不得言贖。此係實銀實契，明賣明買，並非債折等情，無上手之數。今欲有憑，立契存照。

在場見交伯張添廣 <mark>

叔長慶廣 <mark>

作中人陳天生代筆 <一公心>

道光貳拾九年正月十一日立賣斷田界人張添福、添得 <mark>

This deed for the absolute sale of rice-land is issued by Cheung Tim-fuk, Tim-Tak, and their mother, M. Chan. Since the family is now poor, and is being urgently pressed for taxes, the sons and their mother discussed the matter and agreed to sell the two pieces of rice-land that they inherited from their grandfather, measuring one *tau tsung*, at the place called Tsing Lung. It was first offered to the members of the immediate descent line, and the rest, but none took it. Then they entrusted Chan Tin-sang as middleman to offer it to Kung Hang-yuk and his brothers and they agreed to take it on by purchase. Before all the people, it was agreed verbally that the price should be twenty dollars and five mace exactly, as weighed by the official scale. It was all handed over to Tim-fuk and his brothers for them to take and use. There was absolutely no shortfall. On the same day as the deed was issued, the fields were pointed out clearly in the presence of the middleman and inspected, and they were handed over to Hang-yuk to manage. Hereafter Tim-fuk, and his uncles, nephews, and brothers, may not at any time seek redemption. This is a true deed, and the statement as to the price is true. It is a clear case of sale and purchase: furthermore there has been no improper discount or anything of the sort. Everything is as stated in the deed. Now, wishing to have proof, this deed is issued as a record.

Witness at the scene and to the handing over of the money, the elder uncle

Cheung Tim-kwong <mark>, the younger uncle Cheung Hing-kwong <mark>

Middleman and writer of the deed, Chan Tin-sang <Conscionable>

29th Year of Tao Kuang [1850], 1st Moon, 11th Day. This deed for the absolute sale of rice-land was issued by Cheung Tim-fuk and Tim-tak <mark>

(From the collection of Dr J. W. Hayes, original in the Permanent Collection of the Museum of Art, Chinese University of Hong Kong, copy in the Hong Kong Public Records deposited as HKMS 99 1/16)

Note: Five mace is 674 cash: the price quoted is, therefore, probably \$20.67 for 1 *tau tsung*, but it is possible that here the writer meant fifty cents rather than five mace, which would make the price £20.50.

(29) White Deed for the Absolute Sale of Taxed Rice-Land (Kuk Po), 1858

立退斷田數人楊耀宗，先年祖父遺下有民田壹處，坐落土名穀埠，五肚屋前，一連 大少捌坵，又土名四肚瀝背，田貳坵，共載種仔肆斗正，每年實納宋宅官斗租谷 捌斗正。今因家中無錢緊用，父子商議愿將此田山退與人。先招親房人等，俱各不能承頂。後請中人鄰親宋國康，引送鄰圍李文昌社、仕常、國雍、國箕、國任、永接社內叔姪人等，入首承買。即日經中臨田點明田塊。憑中三面言定，時值價錢肆拾伍千文正。即日當中壹足交妥與耀宗父子親手接回應用，並無短少。其田自退于後任李文昌社內人等過耕管業。楊耀宗父子叔姪人等，各不得異說生端反悔加價剗削等情。此是一退百斷，永無收贖。此係二家允意，兩無迫勒。恐口無憑，立退斷田字存照 <mark>。

作中代筆人宋國康 <天理>

見字兄耀鵬 <公心>

咸豐六年十二月十七日立斷田字楊耀宗 <mark> 為憑 <mark>

This deed for the absolute sale of rice-land is issued by Yeung Yiu-tsung. He has a piece of taxed land inherited from his grandfather at the place called Kuk Fau, in front of Ng To, comprising eight plots, larger and smaller, together with two plots of rice-land at Lik Pui, at Sze To. Together they measure four *tau tsung* exactly. They pay rent each year to the Sung clan of eight *tau* exactly, measured by the official bushel. Since the family is out of money in its great need, they, father and sons, discussed the matter and decided to hand these lands over to others. They first asked the members of their own descent line, and the rest, but none were able to take them over. They then asked their close relative by marriage, Sung Kwok-hong, to offer it and pass it over as middleman to Sze-sheung, Kwok-yung, Kwok-kei, and Kwok-yam and the other uncles and nephews of the Lee Man Cheung She of an allied village [Wo Hang] to buy them and take them over by purchase.

The same day, led by the middleman, they visited the fields to have the boundaries pointed out clearly. With the middleman, the three parties agreed that the market price was 45,000 cash exactly. This money was handed over in full by the middleman the same day into the hands of Yiu-tsung, father and sons, for them to take home and use. There was no shortfall. The fields were handed over by them. Hereafter they are to be tilled and managed as the Lee Man Cheung She wishes. Yeung Yiu-tsung, father and sons, uncles and nephews, and others cannot hereafter cause trouble, repent the transaction, raise the price, reduce the area in question, or anything of the sort. This is an absolute sale for ever: no redemption is possible. The two families have agreed: no pressure was applied by either side. Fearing that a verbal agreement has no force, this deed for the absolute sale of rice-land has been prepared as a record. <mark>

Middleman and writer of the deed, Sung Kwok-hong <Reasonable>

Witness to the deed, the elder brother Yiu-pang <Conscionable>

6th Year of Hsien Feng [1858], 12th Moon, 17th Day

This deed was issued as a written record by Yeung Yiu-tsung <mark> <mark>

(No. 30 in collection of Wo Hang Deeds, LCSD, Central Library)

Note: Kuk Po (谷埔, for 穀埔) is a valley with three or four villages, on the coast opposite Sha Tau Kok market, a mile or so from Wu Kau Tang. Kuk Fau is an earlier form of the name.

The Man Cheung She was the Wo Hang Village Scholars' Club (Man Cheung is the God of Literature). Such clubs were common in the New Territories. They were associations of village scholars which would meet several times a year, but particularly at the Mid-Autumn Festival, for a convivial meal rounded out with poetry writing and criticism sessions. These clubs also sometimes ran literary competitions and sponsored entrants to higher level competitions. In most places, members of the club would pay their shares of the club expenses, but the Wo Hang scholars were prosperous, and bought this land, the income from which would meet the club expenses thereafter. All the land owned by the Man Cheung She (this land and a little more bought at the same general period) was some distance away from Wo Hang: it was bought with a view to income from rent, not with a view to the club members actually working it. The sons of the vendors are associated with their fathers as co-vendors.

45,000 cash is forty-five dollars. The price quoted is \$11.25 per *tau tsung*.

(30) White Deed for the Absolute Sale of Rice-Land, (Wu Kau Tang), 1860

立退斷田字人李永壽、永明，今因家中少錢應用，兄弟酌議，先年遺父有苗田一處，坐落土名酉水箱尾，大小一坵，種仔一升。先招房族人等，已各不能承頂，後請中人永崇，以致[?]仕勝出首買，日憑中林田[-]著言實價錢式千六百文正。其錢一足交以永壽、永明兄弟親手。其田任仕勝耕種管

業。永明兄弟不得生端阻擋，不得異言反悔，不得佳[sic]價[?]剗削。壹退百斷，恐口無憑，立字存照。

咸豐九年一月初三日立退斷田字人永壽、永明 <公心>

永崇中人 <公心>

永儀酌筆 <公心>

This deed for the absolute sale of rice-land is issued by Lei Wing-shau and Wing-ming. Because they are short of money to spend in their household, the brothers agreed that the single plot of rice-land they inherited from their father, measuring 0.1 *tau tsung* at the place called Yau Shui Sheung Mei, (should be sold). They first offered it to the members of their own descent line, and the rest, but none could take it on. They then entrusted Wing-sung as middleman to offer it to Sze-shing to buy it. (The same) day under the supervision of the middleman they inspected the fields and the woodland, and agreed verbally that the price should be 2,600 cash exactly. The money was handed over in full into the hands of the brothers Wing-shau and Wing-ming. The field is now for Sze-shing to plough, plant, and manage as he wishes. Wing-ming and his brothers cannot cause trouble or impede the transaction, nor can they hereafter regret the transaction. The sale-price cannot be fraudulently altered. This is an absolute sale for ever. Fearing that a verbal agreement has no force, this written deed is issued as a record.

9th Year of Hsien Feng [1860], 1st Moon, 3rd Day. This written deed for the absolute sale of rice-land was issued by Wing-shau and Wing-ming <Conscionable>

Wing-sung, Middleman <Conscionable>

Wing-yi, writer of the deed <Conscionable>

(Photostat copy in author's possession)

Note: The deed originally named Man-shiu (萬紹) as middleman, but his name was subsequently crossed out and replaced by that of Wing-sung. The characters in the last line are probably intended to be read 加價剗削. See Deed 15.

2,600 cash is \$2.60. The price quoted is \$26 per *tau tsung*.

(31) White Deed for the Absolute Sale of Rice-Land (Wu Kau Tang), 1864

立賣斷田數人劉喜輝、火秀，今因家中少錢應用，愿將父遺下有民田一處，坐落土名應仁石，田種仔四斗二升正，完納李宅租谷四斗正，田大小拾三塊。請得中人弟喜禎，送與鄰親李仕勝出首承接。即日經中三面言定，田價錢貳拾伍千正。就日憑中交定如喜輝親手接回應用。意[sic]日不能

加價剗削，生端反悔。任仕勝過耕管業。作馬戡本之租。此係二家允意，兩無迫勒。今欲有憑，立賣田數存照 <本心>。

作中人喜禎 <公心>

在場人喜昌 <mark>

見數人勝亮 <心正>

代筆人喜商 <公心>

同治叁年正月七日立斷田數人喜輝數存照 <本心>

This deed for the absolute sale of rice-land is issued by Lau Hei-fai and Foh-sau. Since they are short of money to spend, they agreed (to sell) that piece of tax-paying land they inherited from their father at the place called Ying Yan Shek. The field measures 4.2 *tau tsung* exactly, and pays rent to the Lei clan of four *tau* of grain exactly. There are three plots in all, larger and smaller. The younger brother, Hei-ching, was asked to act as middleman, to offer the land to their neighbour Sze-shing to take it over. That same day the three parties, acting through the middleman, agreed a price for this land of 25,000 cash exactly. This money was, that same day, passed into the hands of Hei-fai by the middleman, for him to take home and use. After this, the sale-price cannot be raised, nor the land sold reduced. There can be no trouble-making nor regrets. It is for Sze-shing to till the land and manage it. The rent is measured by the official scale. The two families have agreed. There has been no pressure on either side. Now, wishing to have proof, this deed for the absolute sale of rice-land has been issued. <Fair>

Middleman, Hei-ching <Conscionable>

Witness, Hei-cheung <mark>

Witness to the deed, Shing-leung <Fair>

Writer of the Deed, Hei-sheung <Conscionable>

3rd Year of Tung Chih [1864], 1st Moon, 7th Day. This deed was issued by Hei-fai as a record <Fair>

(Photostat copy in author's possession)

Note: A number of deeds from Wu Kau Tang Village dating from after 1860 mention a rent-charge paid "to the Lei clan" (this deed), or "towards the school expenses" (Deed 54), or to "the King Mau Tso ancestral trust" (Deed 56), or, in another deed not printed here, "to the Lei clan ancestral trust", or (possibly) "to the Wing Yung ancestral trust" (Deed 63). In each case, this rent-charge was between two *shing* and one *tau* of grain paid annually per *tau tsung*, mostly between two and three *shing*. It is probable that these deeds are referring to the same dues, and that this rent-charge was imposed by way of a mutual agreement between the

villagers on all the arable land in the Wu Kau Tang Village area, to provide funds to meet the communal expenses of the village, especially the school (which was a better than average one, with a graduate, Sau Tsoi, 秀才, teaching it). The rent-charge was limited to the rice-land, and was not imposed on the houses of the village. The rent-charge was collected and accounted for by the Lei clan, the dominant clan of the village, but it is clear that it was paid by all the rice-land, not just land owned by the Leis. See Deed 116 for a document setting up such a village levy.

25,000 cash is \$25. The price quoted is \$5.96 per *tau tsung*, which is very low.

(32) White Deed for the Absolute Sale of Rice-Land, (Shek Pik), 1866

立賣斷田契人戴成達同侄國興，為因成業，故弟上年欠下賬目，未曾清楚，伯侄酌議，有祖父遺下上年買授石壁村徐展亮田一契，實種壹斗，張慶廣田一契，實種壹斗叁升，二共大小拾一坵，實種肆斗叁升，願將出賣與人，討銀回家，代侄支拆債目。先招房親人等，各無銀承。後托中人鄭宏業，引至石[]葉連發家內 學說，樂意出首承買。中面言明，時值田價花銀柒拾伍大員，共重伍拾四兩正司 碼戥。即日立數，其銀一色當中兌足，交與成達、國興伯侄親手接回應拆賬目，毫無短少。其田亦就日點明坵數，退出交與連發，修整批佃耕種管業。此田不是贍嘗之田，與別兄弟無干。倘苦有上頭數來歷不明，係賣主同中理明。此係實銀實契，明賣明買，不是債折等情，日後不得加補收贖。此係兩家情愿，日後不得異言生端。恐口無憑，今立賣斷田契壹紙，併連上首契叁張，交與葉連發收執存照。

每年納租李宅

作中見交銀人鄭宏業

在場堂兄戴成發 <一片忠心>

同治五年十二月二十三日立賣斷田契人戴成達，侄國興的筆

批明此數每年實納租銀一錢八五 (Seal of Lei Kau Yuen Tong)

This deed for the absolute sale of rice-land is issued by Tai Shing-tat and his nephew, Kwok-hing. Now Shing-yip, the deceased younger brother, previously contracted a debt by way of business which cannot be cleared. We, uncle and nephew, discussed the matter, and decided that the land inherited from our grandfather, that is, the land previously bought from Tsui Tsin-leung of Shek Pik with a deed, and measuring one *tau tsung*, and the land previously bought from Cheung Hing-kwong with a deed, and measuring 1.3 *tau tsung*, the two [originally “three”, but with “two” overwritten]* pieces of land measuring together 4.3 *tau tsung*, together comprising

eleven plots, larger and smaller, should be sold to others so that the debt can be cleared on behalf of the nephew. They first offered it to the members of their own descent line, and the rest, but none had the money to take it on. Then they entrusted Cheng Wang-yip as middleman to offer it to Yip Lin-fat of Shek Shun, who, after discussion, was happy to take it on by purchase. In the presence of the middleman, the market price was agreed to be seventy-five dollars of good silver, or fifty-four taels exactly as weighed by the official scale. On the same day as the deed was issued, the money was all handed over by the middleman and put into the hands of Shing-tat and Kwok-hing, uncle and nephew, to take away and use to clear the debt. All the silver was of the same purity. There was no shortfall. The rice-land was inspected to check the field-boundaries on that same day, and then handed over to Lin-fat, to maintain, put out to rent, plough and plant, and manage. This rice-land is not trust property of any description, and does not involve the other clan brethren at all. Should there be any uncleared dues remaining from the past, then this is a matter for the vendor and the middleman. The statements about the money are true: this is a true deed. It is a clear case of sale and purchase. There has been no improper discount, nor anything of the sort. Hereafter there can be no raising of the price, nor any redemption. This is an agreement between the two families. Hereafter there can be no trouble-making. Fearing that a verbal agreement has no force, this deed for the absolute sale of rice-land, together with the three previous deeds,* is handed over to Lin-fat, to be kept as a record.

Every year rent has to be paid to the Lei family

Middleman through whom the money was handed over, Cheng Wang-yip

The clan brother, Tai Shing-fat, present at the scene <Entirely appropriate>

5th year of Tung Chih [1866], 12th Moon, 23rd Day. This deed for the absolute sale of rice-land was issued by Tai Shing-tat and his nephew Kwok-hing, by their hand

This tenancy should pay rent of 0.18 taels a year (Seal of Lei Kau Yuen Tong)
(Added in a different hand)

* This deed originally covered three areas of land, but one, of two *tau tsung*, was struck out of the deed, with ten characters blacked out, but with some references to the original area sold overlooked.

(From the collection of Dr J. W. Hayes, original in the Permanent Collection of the Museum of Art, Chinese University of Hong Kong, copy deposited in the Public Records Office as HKMS 99 1/23)

Note: Shek Shun is the village at the extreme south-western tip of Lantau Island, also known as Fan Lau (分流).

The exchange rate quoted (\$75: 54 taels) represents 1,388 cash to the tael, and 1,000 cash to the dollar. The price quoted probably represents \$17.44 per *tau tsung*. See Deed 33. The rent paid to the Lei clan is very low (less than one tael per *tau tsung*), and much of the land involved must have been post 1776 reclamation, but see Deed 33.

(33) White Deed for the Absolute Sale of Rice-Land (Shek Pik), 1871

立賣斷田契人葉連發。為因糧租緊迫，無銀應納，父子酌議，有上年自買授石碧苗田三契；池壬壽一契，實種二斗；張慶廣田一契，實種一斗叁升；徐展亮田一契，實種一斗，三共實種四斗叁升，願將出賣與人，討銀回家應納租稅。先招房親人等，各無銀承買。後托中人何樹福，引至池興千家內，學說樂意出首承買。中面言明，時值田價銀陸拾大員，共重四拾貳兩九分正司碼戥。即日立數，其銀一色當中兌足，交與葉連發親手接回應用。此田就日經中點明坵數，退出交與興千永遠耕種管業。一退百斷，日後不得言補言贖。如或有上首數來歷不明，賣主同中理明，不干買主之事。此係實銀實契，明賣明買。恐口無憑，今立賣田契一紙，並連上首契三紙交執存照。

(Marginal note added in a different hand)

此數係張贊昌、池興千二人全葉連發轉佃，該田池興千得種貳斗納租銀七錢正。其田池壬壽田底。張贊昌得種貳斗三升納租銀八錢壹分五厘。徐展亮、張慶廣田底。新佃之數存池興千。上手數三紙，池壬壽之數存興千，徐展亮、張慶廣，二數存贊昌。(seal of Lei Kau Yuen Tong impressed over the two sums mentioned)

代筆人龔財太 <mark><mark>

作中人何樹福 <mark><mark>

同治十年正月十四日立賣斷田契人葉連發

This deed for the absolute sale of rice-land is issued by Yip Lin-fat. Since he is being urgently pressed for taxes and has no money to pay, he, father and son, discussed and decided to sell to others the rice-land they had previously bought at Shek Pik in three deeds, that is, one deed issued by Chi Yam-sau, for land measuring two *tau tsung*, one deed issued by Cheung Hing-kwong, for land measuring 1.3 *tau tsung*, and one deed issued by Tsui Tsin-leung, for land measuring one *tau tsung*, the three together measuring 4.3 *tau tsung*, so that the money for the land can be taken home and used for the payment of the taxes. They first offered it to the

members of their own descent line, and the rest, but none had the money to buy it. They then entrusted Ho Shue-fuk, as middleman, to offer it to Chi Hing-tsin, who was, after discussion, happy to take it on by purchase. With the middleman, the parties agreed verbally that the market price for the fields should be sixty dollars, weighing 42.09 taels by the official scale. On the day the deed was issued, all the money was handed over, all of the same purity, in the presence of the middleman into the hands of Yip Lin-fat, to take home and use. The field boundaries were inspected the same day with the middleman, and the fields were then handed over to Hing-tsin for him to plough, plant, and manage for ever. This is an absolute sale for ever, hereafter there can be no murmuring or attempts to redeem the sale. Should there be anything outstanding from the past, this shall be for the vendor and middleman to settle, and shall not involve the purchaser. The statements about the money are true, and this is a true deed. It is a clear case of sale and purchase. Fearing that a verbal agreement has no force, this written deed has been issued, and handed over with the previous three written deeds as a record.

(Marginal note added in a different hand)

This deed records the change of tenancy from Yip Lin-fat to Cheung Chan-cheung and Chi Hing-tsin. The fields of Chi Hing-tsin measure two *tau tsung*, and should pay 0.7 taels as rent. Those fields are registered under the name of Chi Yam-sau. The fields of Cheung Chan-cheung measure 2.3 *tau tsung*, and should pay rent of 0.815 taels rent a year. Those fields are registered under the names of Tsui Tsin-leung and Cheung Kwong-hing. The new tenancy deed is held by Chi Hing-tsin. Of the three deeds, that of Chi Yam-shau is held by Chi Hing-tsin, and those of Tsui Tsin-leung and Cheung Hing-kwong are held by Chan-cheung. (seal of Lei Kau Yuen Tong impressed over the two sums mentioned)

Writer of the deed Kung Tsoi-tai <mark><mark>

Middleman, Ho Shue-fuk <mark><mark>

10th Year of Tung Chih [1871], 1st Moon, 14th Day. This deed for the absolute sale of rice-land was issued by Yip Lin-fat

(From the collection of Dr J. W. Hayes, original in the Permanent Collection of the Museum of Art, Chinese University of Hong Kong, copy deposited in the Public Records Office as HKMS 99 1/25)

Note: See Chapter 6. This deed records the further sale of the land purchased under Deed 32 (including the two *tau tsung* struck out of that latter deed). The marginal note added to the current deed, when read with Deed 32, shows that this current deed involves a considerable amount of legal fiction. The current deed thus ignores the fact that the vendor, Yip Lin-fat,

purchased this land from Tai Shing-tat (as Deed 32 makes clear), but instead states that the vendor purchased it directly from Chi Yam-sau, Cheung Hing-kwong, and Tsui Tsin-leung, but these three vendors had in reality originally sold the land to the grandfather of Tai Shing-tat, Tai Shing-tat later inherited it and then sold it to Yip Lin-fat. Then the current deed states that the land was sold in its entirety to Chi Hing-tsin, but (as the marginal note shows), it was in fact sold half to Chi Hing-tsin and half to Cheung Chan-cheung, but with only a single deed, presumably for convenience. The reason for the sales to the grandfather of Tai Shing-tat and from Tai Shing-tat to Yip Lin-fat being ignored in the current deed is, almost certainly, that these two sales were never registered with the *tei kwat* landlords, the Lei Kau Yuen Tong, and it would have been easier for Chi Hing-tsin and Cheung Chan-cheung to register their purchases with the *tong* if these intermediate transactions were ignored. Given that, in this transaction, a Chi becomes the owner of land previously owned by a Chi, and a Cheung of land originally owned by a Cheung, it is probable that, although the sales to Tai Shing-tat's father, and from Tai Shing-tat to Yip Lin-fat, were both clearly stated to be absolute, village public opinion forced Yip Lin-fat to allow the land to be redeemed by the heirs of the original owners (except for the heirs of Tsui Tsin-leung). It is noticeable that Yip Lin-fat sold the land to Chi Hing-tsin and Cheung Chan-cheung for less than he bought it for (sixty dollars as against seventy-five): it is likely that \$60 was the sum originally paid by the grandfather of Tai Shing-tat, and was thus the sum required to be paid for a redemption.

The market price quoted is \$13.95 per *tau tsung*. The exchange rate (\$60: 42.09 taels) represents 1,426 cash per tael (102.7% of the standard 1,388 cash per tael). In this Deed the sum paid as rent to the Lei clan is given as 1.515 taels, or 0.353 taels per *tau tsung*.

(34) White Deed for the Absolute Sale of Rice-Land (Shek Pik), 1874

立賣斷田數人龔祥雲添富。為因弟耀富欠下長洲榮泰店貨數，緊迫無銀拆賬，與母親陳氏酌議，愿將祖父遺下均分苗田式處，坐落土名石壁村板橋正壠沙埗，大小叁坵，實種壹斗四升，遞年應納李家，租銀四錢伍分。先招房親人等，各不愿承。后托中人龔璜玉，引至池興千家內學說，允意出首承買。三面言明，時值斷田，價銀貳拾伍大員半，共重壹拾捌兩捌錢叁分五厘。此銀立數之日，當中一色兌足，交與祥雲母子親手接回應用。此田亦係即日經中到田踏看，點明坵數，退斷與興千永遠管業。任由過耕收穀。自辦[*sic*]李家租稅。日后不得加補翰贖。此係式家允諾，明賣明買，實銀實數，非是債折等情。如有上手來歷不明，係賣主同中理明，不干買主之事。今誠恐年遠月長，恐口無憑，故立存炤。併上手數三紙為附與興千永遠執炤為據。

作中見交人龔璜玉 <公心>

光緒元年十一月十五日龔祥雲立筆 (signature)

This deed for the absolute sale of rice-land is issued by Kung Cheung-wan and Tim-fu. Now the younger brother, Yiu-fu, got into debt with the Wing Tai shop on Cheung Chau, and pressure is being brought, so we, with the mother (M. Chan), discussed the matter and agreed (to sell) the two pieces of rice-land we inherited by way of an equal division, at the place called Tsing Lung Sha Po, at Pan Kiu, at Shek Pik Village, comprising three plots in all, larger and smaller, measuring 1.4 *tau tsung*, and paying year by year 0.45 taels rent to the Lei clan. It was first offered to men of the immediate descent line, but none were willing to take it on. They then entrusted Kung Wong-yuk as middleman to offer it to Chi Hing-tsin to take it into his household, and, after discussion, he was willing to take it over by purchase. The three parties agreed verbally that the market price for the absolute sale of these fields should be \$25.50, weighing 18.835 taels. All of this money, all being of the same purity, was, on the day that the deed was issued, passed by the middleman into the very hands of Cheung-wan, mother and son, for them to take away and use. The fields were visited on that day, so that, stepping on the soil, they could clearly see the boundaries pointed out by the middleman, and the numbers of the fields. The fields were handed over absolutely to Hing-tsin for him to manage forever, so that it is his decision whether to plough them or put them out to rent. It will be for him to meet the rent due to the Lei clan. Hereafter the price agreed may not be increased, nor hereafter can there be any redemption. This is an agreement between the two families, a clear case of sale and purchase. The statements about the money are true, and this is a true deed: there has been no improper discount or anything of the sort. Should it be found that there is anything unclear from before then, this shall be for the vendor and middleman to settle, and shall not involve the purchaser. Now, fearing the passage of time, and fearing that a verbal agreement has no force, this deed has been issued for passing over, with three earlier deeds attached to it, to Hing-tsin for him to preserve for ever and as evidence.

Middleman and witness to the handing over, Kung Wong-yuk <Conscionable>

1st Year of Kuang Hsü [1874], 11th Moon, 15th Day. This deed was issued over his signature by Kung Cheung-wan (signature)

(From the collection of Dr J. W. Hayes, original in the Permanent Collection of the Museum of Art, Chinese University of Hong Kong, copy deposited in the Public Records Office as HKMS 99 1/28)

Note: The market price quoted is \$18.21 per *tau tsung*. The exchange rate (\$25.50: 18.835 taels) represents 1,354 cash per tael (97.6% of the standard rate of 1,388 cash per tael). It is difficult to understand the exchange rates in Deeds 32, 33, and this current deed, given

that the same village is involved, and over a stretch of only five years. It is probable that the standard exchange rate was in use in the village throughout the period (1,388 cash to the tael and 1,000 cash to the dollar), as in Deed 32 and in Deed 40, of 1844. The rate in Deed 33 may well represent a 2.5% premium over the standard rate to reflect the special nature of that transaction. The rate in this current deed may be an error in calculation. The rent paid to the Lei clan is 0.31 taels per *tau tsung*.

The "younger brother" Yiu-fu must have died: his son, Cheung-wan, had his mother (M. Chan) and uncle (Tim-fu) as trustees.

(35) White Deed for the Absolute Sale of Rice-Land (Wu Kau Tang), 1882

立退斷輦數人劉喜昌,今因家中少錢使用,原[sic]將先年此已買有輦三塊,座落土名應人石,先招房族人等,各不能承頂。后中人和彩,送與鄰親李仕勝入手承接。即日二面言定,時值輦價銅錢捌千文正。期錢經中交足與喜昌親手接回應用,並無短少,亦無債償限期。輦任仕勝父子管業耕種修整。喜昌子孫不得阻擋,生端反悔。允不得加價剗削。期輦一退百斷。上連輦面一切,不得收贖。此乃二家允意,並無迫勒。恐口無憑,立斷輦數存照。

作中人和彩。<本[心]>

光緒八年十一月廿七日立退輦數人劉喜昌 <良心公正>

This deed for the absolute alienation of hill-paddy is issued by Lau Hei-cheung. Since he is short of money to spend in his household, he decided to sell those three fields of hill-paddy which he himself had bought some years before. The fields lie at the place called Ying Yan Shek. The land was first offered to the members of his own descent line, and the rest, but none were able to take them on. Later, Wo-choi, as middleman, passed it over to his neighbour and relative, Lei Sze-shing, to take it on. On the same day, the two parties agreed verbally a price for the hill-paddy of 8,000 cash exactly. The whole of the cash was passed by the middleman into Hei-cheung's hands for him to use, and there was no shortfall, nor was there any improper discount, nor any delay. The hill-paddy was passed to Sze-shing, father and sons, to manage, plough, plant, and maintain. Hei-cheung and his sons and grandsons cannot obstruct the transaction, nor cause disturbances or raise regrets. It is agreed that there will be no raising of the price, nor any cut-back of the boundaries. The hill-paddy has been utterly alienated. None of these hill-paddy fields can hereafter be redeemed. This has been agreed by the two families, with no pressure on either side. Fearing that a verbal agreement has no force, this deed of alienation of hill-paddy has been issued as a record.

Middleman, Wo-choi: <Reasonable>

Kuang Hsü 8th Year [1882], 11th Moon, 27th Day. This deed of alienation of hill-paddy was issued by Lau Hei-cheung <Equitable, Fair, and Upright>

(Photostat copy in author's possession)

Note: 8,000 cash is \$8.

(36) White Deed for the Absolute Sale of Rice-Land (Shui Hau), 1891

立斷賣苗田數人陳樹生、母廖氏婆文氏。為因口糧緊迫，母子酌議，願將祖父遺下，經份名下苗田一，坐落土名水口榕樹下一坵、九卦漏一坵、朗田一坵，大小共叁坵，實種一斗，每年應納李宅租銀叁錢正。先招房親人等，各不合意。後托中人陳勝保，引至池庭滿家內學說，樂意出首承買。中面言明，時值田價銀叁拾伍大員，共重貳拾伍兩零叁厘正司碼戥兌足。其銀立數之日，當中一色交陳樹生母子親手接回家中應用。此田經中即日點明坵數，退田交池廷滿永遠管業，日后不得加補收贖。此係二家允肯，明賣明買，不事債折等情。倘有來歷不明，賣主同中理妥，不干買者之事。恐口無憑，今欲立回斷田數一紙，交池廷滿子孫永遠管業為據，並上手數一紙。

代筆人鄧禎祥 <公心>

在場親房作中陳勝保引至 <手心> (thumbprint)

母廖氏指印為據 (thumbprint)

光緒拾柒年二月初一日立賣斷田數人陳樹生的筆 (signature)

This deed for the absolute sale of rice-land is issued by Chan Shue-sang, with his mother, M. Liu, and his grandmother, M. Man. Their subsistence has become a pressing problem, and so they, mother and son, discussed and agreed (to sell) the land they inherited by way of a division among the heirs from their father, that is, a plot of rice-land at the place called Yung Shue Ha, at Shui Hau, and one at Kau Kwa Lau, and one at Long Tin, altogether three plots, larger and smaller, measuring in total one *tau tsung*, and paying each year in rent to the Lei clan exactly 0.3 taels. The land was first offered to the members of the immediate descent line, and the rest, but none were interested. They then entrusted Chan Shing-po, as middleman, to offer it to Chi Ting-mun, for him to take it into his family. After discussion he was happy to take it over by purchase. Before the middleman, it was agreed verbally that the market price should be thirty-five dollars, weighing 25.03 taels exactly, measured by the official scale. This silver, all at the same purity, was all

handed over through the middleman on the same day that the deed was issued into the hands of Chan Shue-sang, mother and son, for them to take home and use. The fields were visited with the middleman and the field-boundaries inspected. The fields were then handed over to Chi Ting-mun to manage for ever. Hereafter the price agreed may not be raised, nor can there be any redemption. The two families have agreed. It is a clear case of sale and purchase. There has been no improper discount, nor anything of the sort. Should there be anything outstanding from the past, this shall be for the vendor and middleman to settle, and shall not involve the purchaser. Fearing that a verbal agreement has no force, and wishing for evidence, this written deed for the absolute sale of fields is handed over to Chi Ting-mun and his descendants as proof that the land is handed over for them to manage for ever, as an evidential document. A deed from the previous owner is also handed over.

Writer of the deed, Tang Ching-cheung <Conscionable>

Middleman and witness at the scene, the close relative Chan Shing-po

<Reasonable> (thumbprint)

M. Liu, the mother, her thumbprint as proof (thumbprint)

17th Year of Kuang Hsü [1891], 2nd Moon, 1st Day. This deed for the absolute sale of rice-land is issued over the signature of Chan Shue-sang (signature)

(From the collection of Dr J. W. Hayes, copy deposited in the Hong Kong Public Records Office as HKMS 99 1/38)

Note: Shui Hau (水口) is a village on the south coast of Lantau Island, a little east of Shek Pik.

The market price quoted is thirty-five dollars per *tau tsung*. The exchange rate (\$35: 25.003 taels) represents 1,400 cash per tael (100.9% of the standard 1,388 cash per tael). The rent paid to the Lei clan is 0.3 taels per *tau tsung*.

(37) White Deed for the Absolute Sale of Rice-Land (Wu Kau Tang), 1896

立退斷田數人永喜妻陳氏，先年父子遺下，有兄弟均分白田壹處，坐落土名廟公石，大小三塊，總共種載五升正。今因家中少錢應用，情愿出賣與人。即託弟中人永翰，送到房內永云接受承買。三面明言，時值價錢一拾四千文正。即日臨田踏看，四邊至明。其錢憑中交清俾陳氏以應口服之需，並無短少債貨準折等情。異日壹賣百斷，允無收贖。兩家允意，兩無迫勒。恐口無憑，特立斷田數人永喜妻陳氏存照。

作中永翰 <良心>

代筆人永顯 <公心>

光緒貳拾貳年正月初八日立斷田數存照

This deed for the absolute sale of rice-land is issued by M. Chan, the wife of Wing-hei. There is a piece of single-cropping rice-land at the place called Miu Kung Shek, inherited previously from their father by the sons divided in equal shares by the brothers, comprising three plots in all, larger and smaller, measuring 0.5 *tau tsung* exactly. Now, because she is short of money to spend on her household, she decided to sell it to others. She entrusted the younger brother, Wing-hon, as middleman, to pass it over to their relative, Wing-wan, to take it on by purchase. The three parties agreed verbally that the market price should be 14,000 cash exactly. The same day, the fields were physically visited so that the four boundaries could be clearly known. The money was all handed over in full by the middleman to M. Chan for her to use for her subsistence needs. There was no shortfall, fraudulent discount, or anything of the sort. Hereafter it was agreed there can be absolutely no redemption, this being an absolute sale for ever. This is an agreement between the two families, neither applied any pressure. Fearing that a verbal agreement has no force, this deed for the absolute sale of rice-land has been issued by M. Chan, the wife of Wing-hei, as a record.

Middleman, Wing-hon <Right>

Writer of the deed Wing-hin <Conscionable>

22nd Year of Kuang Hsü [1896], 1st Moon, 8th Day. This deed for the absolute sale of rice-land was issued as a record

(Photostat copy in author's possession)

Note: It is probable that Wing-hei was M. Chan's deceased husband. She was probably holding this land to produce income during her widowhood, although it is just possible that she was acting as trustee for an infant son. Wing-hon would have been the brother of the dead husband.

14,000 cash is fourteen dollars. The market price quoted is twenty-eight dollars per *tau tsung*.

* * * * *

Deeds Relating to Absolute Sales of Property Other than Rice-Land

(38) White Deed for the Absolute Sale of a Quarry (Lei Yue Mun), 1839

立賣石塘字人賴亞七，先年遺下有石塘壹所，坐落土名鯉魚門，坐北向南，東至 大王爺為界，西至水井邊為界，北至官當仔為界，南至海為界，四至分明。茲今目下無銀應用，情愿出賣與人，先招房親人等，俱各無銀承接。請得中人曹仁開，送至羅先哥，允意承接。即日經中三面言定，賣石塘壹所，

時值價銀伍拾大圓，足重兌三十六兩。此石塘自于後，任從羅先哥採取石塊，賴七父子兄弟叔姪人等，不得異說生端，反悔限當。恐口無憑。此係二家允意，兩無迫勒。一賣千秋，永斷葛籐。立賣石塘字專照。

作中人曹仁開

代筆人賴觀妹

在場弟賴亞仁

道光貳十九年閏四月十三日立賣石塘字人賴亞七是實

This deed for the sale of a stone quarry is issued by Lai Ah-chat. He has a stone quarry which he inherited from past times at the place called Lei Yue Mun. The quarry stands to the north and faces south. The boundaries are, to the east, the higher earth-god shrine, to the west the edge of the well, to the north Kwun Tong Tsai, and to the south the sea. The four boundaries are all clearly known. Now, since he is out of money at this moment, he has decided to sell the quarry to others. The land was first offered to the members of the immediate descent line, and the rest, but none had the money to take it on. He then asked Tso Yan-hoi as middleman to pass it over to Law Sin-ko, who agreed to take it on. On that same day the three parties, with the middleman, agreed verbally that the market price for this stone quarry was fifty dollars, the equivalent by weight being thirty-six taels. Hereafter it is for Law Sin-ko to cut stone at this quarry, as he wishes. Lai Chat, father and sons, uncles and nephews, and others, may not cause trouble, or repent this transaction or hinder things. The two families have agreed. There has been no pressure from either side. This is an absolute sale, a sale with all rights renounced by the vendor. Fearing that a verbal agreement has no force, this deed is issued as a written record of the sale of this stone quarry.

Middleman, Tso Yan-hoi

Writer of the deed, Lai Kwun-mui

Witness at the scene, the younger brother Lai Ah-yan

19th Year of Tao Kuang [1839], 4th Intercalary Moon, 13th Day. This deed for the sale of a stone-quarry is issued in writing by Lai Ah-chat. This is his true signature.

(Reprinted from Appendix VIc to "Report on the New Territory during the First Year of British Administration", Sessional Papers, 1900, No. 15/1900, pp. 275-276, here re-translated.)

Note: Lei Yue Mun is one of the four settlements of stone-cutters known before the coming of the British as "The Four Stone Hills". It stands at the eastern entrance to Victoria Harbour, and is today on the edge of the City. The quarry in question was at the extreme western end of the Lei Yue Mun settlement area, standing where Shung Tak Wai and the western

part of Shung Yiu Street stand today. The quarries in the “Four Stone Hills” comprised a rock-face from which stone could be cut, and the strip of land between the rock-face and the seashore, where huts could be erected for the stone-cutters to live in,²⁰ where the stone could be polished, and where the quarry-master could have his office. There would also be a few tiny vegetable fields to provide food for the stone-cutters, and a kitchen and other essential offices, together with space for the prepared stone to be stored, at the foot of a private pier where it would in due course be loaded on to a stone-boat for shipment out. This is why the deed defines the quarry as an area stretching from the sea back to the hill (in this case, from the sea up and over the hill and down to the sea in Kwun Tong Tsai Bay on the other side, which is probably where the pier was). The Sessional Papers printed text misplaces part of the final sentence of this deed (恐口無憑: “fearing that a verbal agreement has no force”), which should appear immediately before the final phrase (立賣石塘字專照: “this deed is issued as a written record of the sale of this stone quarry”); it has been replaced into its more appropriate position in the translation. Every village had one or several earth-gods (土地公). Every village or village cluster had in addition a “higher earth-god”, 大王爺, whose duty was to supervise the earth-gods of lower status.

The exchange rate (\$50: 36 taels) represents 1,388 cash to the tael, 1,000 cash to the dollar.

(39) White Deed for the Absolute Sale of a House (Wu Kau Tang), 1843

立退斷屋數人李仕富，先年祖父遺下有房屋壹間，今因家中無錢應用，母子謫議，情愿出退與人。先招親房人等，各不能承領。後請中人兄仕昌，送與弟仕勝出首承頂。就日經中看明，上連桁桷、瓦面、中連棚板、棚枰，下連地基、石腳、門坪，一切在內。即日三面言明，時值屋價銅錢叁拾千零二百文正。其錢即日經中一足交與仕富親手接回應用，並無短少，亦無債貨準折等情。其屋一退百斷。任仕勝父子居處管業修整。日后仕富母子，不得加價剝削，亦不得阻擋生端，異說反悔。此乃二家允意，兩無勒迫。今欲有憑，立退斷[屋]字存照。

作中人兄仕昌 <公正>

代筆人弟仕基 <公正>

在場見字仕章 <公正>

道光貳拾叁年九月廿日立退斷屋李仕富 <公正>

This deed for the absolute sale of a house is issued by Lei Sze-fu. He has a house inherited from his grandfather. Since he is out of money in his house to spend, they, mother and son, discussed together and agreed to sell the house. They first asked the members of their immediate descent line, and the rest, but none were able to take it on. Then they asked the elder brother, Sze-cheung, as middleman, to pass it over to the younger brother, Sze-shing. The same day, with the middleman, they

inspected it, checking the beams and tiles above, in the middle the partitions and frames, and, below, the foundations and stone footings, and the door-frame. The house was all complete. The same day the three parties agreed that the current price was 30,200 cash exactly. The same day the money was passed into the hands of Sze-fu through the middleman, in full, for him to take home and spend. There was no shortfall. There has been no fraud or anything of the sort. This house has been sold absolutely and completely. It is now for Sze-shing to live in, manage, and maintain. Hereafter, Sze-fu, mother and son, may not reduce what has been sold, nor increase the price, neither can they impede the sale, nor cause trouble, nor hereafter regret the transaction. The two families have agreed, and there was no pressure from either side. Now, wishing to have proof, this written deed for the absolute sale of a house has been issued as a record.

Middleman, the elder brother, Sze-cheung <Right>

Writer of the deed, the younger brother, Sze-kei <Right>

Witness at the scene to the content of the deed, Sze-cheung <Right>

23rd Year of Tao Kuang [1843], 9th Moon, 20th Day. This deed for the absolute sale of a house was issued by Lei Sze-fu <Right>

(Photostat copy in author's possession)

Note: 30,200 cash is \$30.20.

(40) White Deed for the Absolute Sale of a House (Shek Pik), 1844

立賣斷房屋數人張來福，為因欠下人家債目，緊迫無銀清還。今有祖父遺下房壹 連貳間，上連桁桷瓦面，下連地界四邊坭牆，周圍石腳，正間屋壹間，闊拾叁行，房間闊拾壹行，連廊貳間，幹場連門戶，門燦、天井、門蹄，壹切具全，四邊水路通行。先招房親人，各無銀承。等後托中人繆燦華，引至池宗富家內學說，合家允愿買承。貳家當中言明，花銀肆拾陸大員，共重叁拾叁兩壹錢貳分司碼戥兌足。其銀即日交與張來福子母親手接回家內應用。日後不得反悔，如有反悔係同中理明，不干買主事。此係二家情愿，實銀實契，不是雙頭債折胡塗。今欲有憑，恐口無憑，立賣斷房屋，張來福交與池宗富子孫永遠管業居住，交執存照

適叔祖興 <mark>

在場 適親叔公張丁長 <mark>

適親叔公張疊成 <mark>

見交銀人張義廣 <mark>

作中引至人繆燦華 <mark>

代認銀人廣佳 <mark>

的筆人張來福 <mark>

道光貳拾叁年正月初貳日張來福立斷屋數存照

來福屋數

This deed for the absolute sale of a house is issued by Cheung Loi-fuk. Since he owes a debt to someone, who is pressing for repayment, and has no money to clear the debt, (he decided to sell) the two houses standing together which he inherited from his grandfather. They include the rafters and purlins above, and the earth-cut ditches and stone foundations on all four sides below. There is one main house, thirteen rows of tiles wide, and an attached room eleven rows of tiles wide. There are also two corridors, a drying-ground, and an internal courtyard, and the door and its lintel and threshold. It is all entire. The house has drains on all four sides. He first asked the members of the immediate descent line, but none had the money to take it on. After this, Mau Chan-wa was entrusted as middleman to offer it to the household of Chi Tsung-fu, whose family, after discussion, agreed to take it on by purchase. The two families, with the middleman, agreed that the price should be forty-six dollars, or, by weight, 33.12 taels weighed by the official scale. This money was handed over into the hands of Cheung Loi-fuk, mother and son, for them to take home and use. Hereafter, there can be no regrets. If there are any regrets, it is for the middleman to settle the matter, and the purchaser will not be involved. The two families have agreed. The statement as to the money is true: this is a true deed. There has been no dirty improper discount between the two parties. Now, wishing for proof, and fearing that a verbal agreement has no force, this deed for the absolute sale of a house, which has been handed over by Cheung Loi-fuk to Chi Tsung-fu, and his descendants, for them to live in and manage forever, is handed over as a record.

Witnesses at the scene: the blood uncle Tso-hing <mark>, the blood grand-uncle

Cheung Ting-cheung <mark>, the blood grand-uncle Cheung Tip-shing <mark>

Witness to the handing over of the money, Cheung Yi-kwong <mark>

Middleman and Introducer, Mau Chan-wa <mark>

Shroff for the money, Kwong-kai <mark>

Writer of the deed, Cheung Loi-fuk <mark>

23rd Year of Tao Kuang [1844], 1st Moon, 2nd Day. This deed for the absolute sale of a house was issued by Cheung Loi-fuk

The Deed for Loi-fuk's houses.

(From the collection of Dr J. W. Hayes, original in the Permanent Collection of the Museum of Art, Chinese University of Hong Kong, copy deposited in the Public Records Office as HKMS 99 1/13)

Note: The deed has the first three characters written in twice, the first time crossed through. The market price quoted is forty-six dollars. The exchange rate (\$46: 33.12 taels) represents 1,388 cash to the tael and 1,000 cash to the dollar.

(41) White Deed for the Absolute Sale of an Abandoned House-Site (Tai O Town), 1856

立斷賣荒屋地契人李久遠堂。先租遺下之荒屋地壹幅，坐落土名大澳橫坑，坐東向西，左至廟仔外，右至橫坑外，前至涌，後至山界，四至明白。托中溫亞壽，引至問到李久遠堂值事學說，與眾酌議，允肯出賣。引至李廣安，允愿承買。言明時值價銀陸拾大元，重肆拾叁兩貳錢正司碼。其銀即日兌足，交于李久遠堂值事親手接回應用。此荒屋地壹幅，亦即日推出于李廣安管業，任由基築起造屋宇，一賣百斷，此係二家允愿。實銀實契，不是債折等情。日後子孫不得異言反悔。恐口無憑，持立賣荒屋地契壹紙附執永遠存據

作中是交銀人溫壽 <一生好心>

咸豐陸年九月十五日立賣斷屋地契人李久遠堂值事筆

This deed for the absolute sale of an abandoned house-site is issued by the Lei Kau Yuen Tong. The *tong* has inherited from its ancestors an abandoned house-site at the place called Wang Hang, at Tai O. It lies to the east and faces west: to the left the site extends to outside the little temple, to the right to outside Wang Hang, in front to the creek, and behind to the foot of the hill – all four boundaries are clearly known. It was entrusted to Wan Ah-shau as middleman and the matter was brought to the manager (值事) of the Lei Kau Yuen Tong. It was discussed with the community, and it was agreed that this house-site should be sold. The middleman approached Lei Kwong-on, who agreed to take it on by purchase. It was agreed verbally that the market price should be sixty dollars, or, by weight, exactly 43.2 taels as weighed by the official scale. This money was handed over in full into the hands of the manager of the Lei Kau Yuen Tong, to be taken away and used. The

same day this abandoned house-site was handed over to Lei Kwong-on to manage. He is free to build a house there. This is an absolute sale. The two families have agreed. The statement as to the money is true and this is a true deed. There has been no improper discount or anything of the sort. Hereafter, the sons and grandsons [here, this must mean “the descendants”] may not murmur or regret the transaction. Fearing that a verbal agreement has no force, this deed for the sale of an abandoned house-site has been drawn up on this paper as permanent evidence.

Middleman through whom the cash was handed over, Wan Ah-shau <Entirely good>

9th Year of Hsien Feng [1856], 9th Moon, 15th Day. This deed for the absolute sale of an abandoned house-site was issued in the handwriting of the manager of the Lei Kau Yuen Tong

(The transcript notes that the original has the seal of the *tong* impressed over the last three characters)

(From the collection of Dr J. W. Hayes. Transcript now deposited in the Hong Kong Public Records Office.)

Note: Tai O Town, at the extreme western end of Lantau Island, and so at the extreme western end of Hong Kong, was a major fishing-port and market town. Wang Hang is a small village on the outskirts of the town.

The Lei Kau Yuen Tong was the *tei kwat* landowner of Lantau Island. Where houses in towns were concerned, the *tei pei* rights comprised the ownership and use of the structure, and the *tei kwat* rights comprised the ownership of the soil on which the house stood (see Deed 41). No land tax was paid for these houses. In the case of this abandoned house-site it would seem that the *tong* were prepared to sell both the *tei kwat* and the *tei pei* rights (since houses did not pay land tax, this would not have involved registration at the yamen). That the *tong* were prepared to do this was, presumably, because they had not been able to find any tenant willing to take the site on under the usual *tei pei* tenancy terms. This is probably because the site is remote, some way from the centre of the town, across the creek. The “community” which discussed and approved this sale must mean a meeting of the elders of the *tong*.

The market price quoted is sixty dollars. The exchange rate (\$60: 43.2 taels) represents 1,388 cash to the tael and 1,000 cash to the dollar.

(42) White Deed of Absolute Sale of a Dilapidated House (Tai O Town), 1867

立賣舊爛屋契人吳阿忠，有自置屋壹間，坐北向南，土名大澳永安街口。屋深前後式進，拾柒桁瓦，見光所有門戶、桁桷、杉料，一切俱全。為因要事緊迫，無銀應用，托中約保鄭林壽，引至葉喜貴家內學說。允肯[入]

頭承買。言明時值價銀伍拾貳大元，重叁拾兩四錢四分正。此銀當中交于吳阿忠親手接納應用。此屋亦即日推過于葉喜貴，任由卜吉修整，永遠管業。此乃明買明賣，不[是]債折等情。實銀實數。倘有來歷不明，賣主同中理明，不干買主之事。恐口無憑，今欲有約[sic]，立賣舊爛屋契壹張，交執永遠為據。

此屋每年交地米錢貳百文交于關[帝廟] 及[--]香支用，特此批明以免後論

作中代筆人約保鄭林壽

同治五年八月十一日，立賣爛屋契人吳阿忠的筆

This deed for the sale of an old dilapidated house is issued by Ng Ah-chung. He owns a house at the entrance to Wing On Street, Tai O. It stands to the north, facing south. In depth, the house has two rooms, at the front and the back. The width is seventeen rows of tiles. The house includes everything that can be seen there in the sunlight, the doorways, rafters, beams, and timbers, all are included. Because of pressing matters, there is no money. He entrusted Cheng Lam-shau, the *Yeuk Po* (約保), as middleman to offer it to Yip Hei-kwai, to take it into his household, and, after discussion he agreed to take it on by purchase. They agreed verbally that the market price should be fifty-two dollars, or, by weight, 30.44 taels exactly. This money was passed through the middleman into the hands of Ng Ah-chung, for him to take and use. The house was the same day passed to Yip Hei-kwai. He can repair it at his pleasure, choosing a lucky day, and shall manage it for ever. This is a clear case of sale and purchase. There has been no improper discount or anything of the sort. The statement as to the money is true, and this is a true deed. Should there be anything outstanding from the past, then this shall be a matter for the vendor and the middleman, and shall not involve the purchaser. Fearing that a verbal agreement has no force, and wishing to have proof, this sheet is issued as a deed for the sale of this old dilapidated house, and handed over as evidence.

This house pays 200 cash a year as land tax to the Kwan Tai Temple, to meet its ritual expenses: this is especially noted here to avoid later debate.

Middleman and writer of the deed, the *Yeuk Po* Cheng Lam-shau

5th Year of Tung Chih [1867], 8th Moon, 11th Day. This deed for the sale of a dilapidated house was issued by Ng Ah-chung over his signature

(From the collection of Dr J. W. Hayes. Transcript now deposited in the Hong Kong Public Records Office.)

Note: In this case it is clear that the *tei kwat* rights (i.e. the right to collect a small rent-charge) were, by 1867, owned by the Tai O Kwan Tai Temple, while the *tei pei* rights (i.e., the structure of the house and its use) were separately owned. Certainly, in the Block Crown Lease (1905), the land on which this house stood was shown as owned by the Kwan Tai Temple, but with the house itself owned by “Yip Hei-le”, who was probably the heir of Yip Hei-kwai, perhaps his younger brother. It is probable that the Lei Kau Yuen Tong, the owner of the *tei kwat* rights of the whole of Lantau Island, had given the *tei kwat* rights over this house-site to the temple, perhaps at its foundation, or at one or other of its restorations, as a donation from the *tong* to the temple.

The market price quoted is fifty-two dollars. The exchange rate quoted (\$52: 30.44 taels) would represent 1,643 cash per tael. This is so far from the normal rate of 1,388 cash to the tael (it is 118% of the normal rate), that an error in the deed (or a mistranscription) is almost certainly present. It is possible that forty-two dollars was intended: this would have implied an exchange rate of 1,379 cash to the tael, or 99.4% of the standard rate. This is especially so since Deed 40, from the same town, and only six years earlier than the current deed, uses the standard exchange rate. There does not seem to be anything in this transaction which might have led to a premium on the exchange rate being enforced.

The middleman in this deed occupied the position of *Yeuk Po* (約保). The site of the sale was Tai O town. “保” was in theory the guarantor of compliance with the requirements of the criminal law under the *Bao Jia* (保甲) system. By the later nineteenth century, the post had become the paid employee of the community. He was, probably, the Town Constable, the head of the town watch and the town militia.

(43) White Deed for the Absolute Sale of an Abandoned Grave-Site (Hoi Ha), 1876

立賣老棄塚字人何昌立，因先年祖父伯叔遺下有老棄塚一穴，坐落土名南山上壠田，坐東向西。茲因祖骸安妥，兼之家中少銀用，父子兄弟酌議，願將此塚出賣與人。先招房族人等，各不能承。後托中人何晃明，送至海下翁德金父子出首承接，時值價銀貳大元，重壹兩四錢四分正。當日經中交足與何昌立父子兄弟親手接回家中應用，並無少短，亦無債貨準折等情。異日任由翁德金父子請師扞點，上下橫直，以安祖骸，永垂不朽如昌立父子兄弟叔侄，不得異說生端，倘或上手來歷不明，不干下手承買人之事，係賣主一力理妥。一賣千秋，永無收贖。此乃二家允意。恐口無憑，立字存之 <mark>

作中人何晃明 <mark>

光緒貳年十一月十四日立賣老墳何昌立的筆 <mark>

This deed for the sale of an old abandoned grave-site is issued by Ho Cheung-lap. He has an old abandoned grave-site, inherited from of old, from his grandfather and elder and younger uncles, at the place called Sheung Lung Tin, at Nam Shan. It stands to the east and faces west. Since it happens that the bones of the ancestors have been appropriately bestowed, and since he is short of money to spend in his household, Ho Cheung-lap, father and son, with his brothers, discussed the matter and agreed to sell this grave-site to some other household. They first offered it to the members of their own descent line, and the rest, but none were able to take it on. Afterwards, they entrusted it to Ho Fong-ming as middleman to pass it over to Yung Tak-kam, father and sons, of Hoi Ha, to take it on. The market price should be two dollars or, by weight, 1.44 taels exactly. On that same day, the cash was handed over by the middleman, in full, to Ho Cheung-lap, father and son, with his brothers, who took it into their hands, and carried it back home to use. There was no shortfall, and also no fraudulent deduction or discount, or anything of the sort. Should Yung Tak-kam, father and sons, hereafter employ a *fung shui* master to adjust the grave-site, whether to the left or right, above or below, to make it suitable for the permanent deposit of the remains of their ancestors, it is absolutely forbidden for Cheung-lap, father and sons, or his brothers, uncles, or nephews, to raise any comments, cause trouble, or raise their hand to interfere with the work. Anything left unsettled shall not involve the purchaser, but shall be entirely dealt with by the vendor. This is an absolute sale: there can never be any redemption. The two families have agreed. Fearing that a verbal agreement has no force, this written statement has been prepared.

Ho Fong-ming, Middleman <mark>

Kuang Hsü 2nd Year [1876], 11th Moon, 14th Day. This deed for the sale of an old grave was issued by Ho Cheung-lap, who also wrote it. <mark>

(LCSD, Central Library, MS 256)

Note: See Plate 6. The Yung clan of Hoi Ha were advised in the 1870s that they should re-bury all their ancestors, to improve the clan's *fung shui* (the clan had become concerned since it had not increased in size for some decades, and it was felt that this was due to some serious flaw in the *fung shui*). In searching for sites to accomplish this reburial programme, the Yungs sought to buy graves from other clans, graves which their *fung shui* adviser felt would benefit the Yungs even though they had not benefited the previous owners.²¹ Yung Tak-kam was Yung Sze-chiu's father, and his predecessor as Village Headman. He was doubtless buying this grave-site as Village Headman on behalf of the clan as a whole.

The exchange rate quoted (\$2: 1.44 taels) represents 1,388 cash to the tael and 1,000 cash to the dollar.

(44) White Deed for the Absolute Sale of a Shop (Peng Chau Town), 1882

立斷賣舖契人東莞縣陳貽嘉堂，先祖遺下在新安九龍司坪洲大灣，批洛新安陳仁洽堂稅地壹幅，上下起造拾間，有一間南邊，坐東向西，一連式棟，前至街，後至包圍，左至陳占驚，右至陳貽福堂，界連天面牆腳地基一切。母子兄弟叔姪商議，出賣與人。先招侄親人等，各不就買。次憑中人盧孔懷，引至李藉恩，入頭承買。言明時價銀陸拾大員以兌。就日當中交易，其銀交與陳繼先母子兄弟叔姪，接受回家應用。自賣之後，任由買主管業。每年地租係歸李藉恩納銀叁兩作地稅糧務。其舖即日交與李藉恩修整管業。日後價值干全斷，不得收贖。每年派納地稅銀三錢。此乃二家允愿。日後無異言生端反悔。恐口無憑，立此斷賣數一張存照

見銀作中人盧孔懷

光緒八年六月十三日立斷賣數人東莞縣中堂司，貽嘉堂陳繼元的筆

This deed for the absolute sale of a shop is issued by the Chan Yi Ka Tong of Tung Kwun County. Their ancestors had a piece of taxed land leased from the Chan Yan Hap Tong of San On, at Tai Wan on Peng Chau, in the Kowloon Sub-District of San On County. On this land, extending from one end to the other, were built a row of ten (shops). We, mother and sons, brothers, uncles and nephews, discussed the matter and agreed to sell to others the shop which lies at the southern end of the row. This shop lies to the east and faces west. It is built with two gables. In front it faces the street, to the back is the enclosed land of the Pau family, to the left is Chan Tsim-ngo's, and to the right is the Chan Yi Fuk Tong. The property includes the roof, and the walls and foundations, all entire. It was first offered to the cousins and immediate relatives, and the rest, but none were able to buy it. They then entrusted Lo Hung-wai, as middleman, to offer it to Lei Tsik-yan to take into his family by purchase. It was agreed verbally that the market price should be sixty dollars for an absolute sale. The same day this money was all handed over to Chan Kai-sin, mother and son, brothers, uncles and nephews, for them to take home *and use*. *After the purchase, it is to be managed at the discretion of the purchaser. Every year Lei Tsik-yan shall pay the ground rent (land tax).* The shop was, the same day, handed over to Lei Tsik-yan to manage and maintain. Hereafter, the price is fixed, and there can be no redemption. The land tax paid each year is 0.3 taels. This is an agreement between the two families. There can be no troublemaking or regrets hereafter. Fearing that a verbal agreement has no force, this deed for the absolute sale is issued as a record.

Middleman and witness to the handing over of the money, Lo Hung-wai

8th Year of Kuang Hsü [1882], 6th Moon, 13th Day. This deed of absolute sale was issued over the hand of Chan Kai-sin, officer of the Tung Kwun Magistracy, for the Chan Yi Ka Tong

(From the collection of Dr J. W. Hayes. Transcripts of both extant copies of this deed are now deposited in the Hong Kong Public Records Office)

Note: Peng Chau is a small island to the north of Cheung Chau, and so lying to the east of Lantau Island. It was the site of a fishing-port and market town.

The *tei kwat* rights over the island of Peng Chau were, in the nineteenth century, claimed by the Chan Yan Hap Tong ancestral trust: the Lei Kau Yuen Tong of Lantau claimed that the Chan clan had “usurped” the Peng Chau *tei kwat* rights from them, but, in the later nineteenth century at least, the Chan clan were indisputably acting as the *tei kwat* landowner on the island in practice.²² The Wong Wai Chak Tong on Cheung Chau (see Deed 24) leased the *tei pei* rights to the shop-sites in the town there on a shop-by-shop basis on short (five-year) tenancies. The Chan Yan Hap Tong took, it would seem, a different line on the tenancy of the shops in the town at Peng Chau. On the evidence of this deed, the *tong* leased the *tei pei* rights to building land on Peng Chau by way of permanent leases of large lots on which several shops could be built. The *tei pei* permanent tenant could thereafter lease the shops built on this large lot to sub-tenants, probably on short-term leases for a term of years, or even sell the *tei pei* rights outright. The *tei pei* permanent tenant in the case of this deed was a Chan clan ancestral trust, very possibly related to the Chan Yan Hap Tong (another Chan clan ancestral trust, probably closely related to the Chan Yi Ka Tong, the Yi Fuk Tong, had the land immediately adjacent to this block of shops). It may thus have been common for the Chan Yan Hap Tong to make related ancestral trusts its main *tei pei* tenants in this way. The “land tax” of 0.3 taels is presumably what was paid each year to the Chan Yan Hap Tong from this shop (houses and shops normally paid no land tax to the government). This is equivalent to 416 cash a year, which can be compared with the 700 cash a year required from a Cheung Chau shop by the Wong Wai Chak Tong.²³ This deed exists in two versions (transcripts of both are in the possession of Dr J. W. Hayes). One version is slightly longer and more accurate than the other: the shorter version is probably a draft, superseded by the longer version. The above text is taken from the longer version, with a few characters (shown in italics) inserted from the draft where the larger version is damaged. It is probable that the “ground rent” (地稅) of the draft, and the “land tax” (糧務) of the deed as issued refer to the same payment.

(45) White Deed for the Absolute Sale of a Tea-Hut and a Stretch of Hillside (near Wo Hang), 1883

立賣斷字人李泰和，今因母親身故，家中少錢應用，情願將祖父遺下茶寮一所，連山一幅，坐落土名營盤，出賣與人。先招房族人等，各不能承頂，後請中人藍璟發，送與禾坑李三捷堂出首承賣[sic]。當日中面言時價錢

拾伍仟柒佰[sic]文正。此錢即日經中交與李泰和親手接回應用，並無少短。其山並茶寮亦經中點明：上山邊為界，下至山腳為界，左右山邊為界。任三捷堂管業，異日不得生斷反悔等情。此乃二家允意，兩無迫勒。恐口無憑，立斷存照 <公心>

中人藍璟發 <公心>

代筆李泰安 <mark>

光緒九年新月拾七日立斷字

This deed of absolute sale is issued by Lee Tai-wo. Since his mother has passed away, he is short of money to spend in his household, and he has decided to sell to others the tea-hut he inherited from his grandfather, with the adjacent stretch of hill-side, at the place called Ying Pun. He first offered it to the members of his immediate descent line, and the rest, but none were able to take it on. He then invited Lam King-fat as middleman to pass it over to the Lee Sam Tsit Tong of Wo Hang. That same day, in the presence of the middleman, it was agreed verbally that the market price was 15,700 cash exactly. This money was handed over by the middleman into the hands of Tai-wo to take home and use: there was no shortfall. The tea-hut and the hill-side were inspected with the middleman. The bounds of the hill-side are to the crest above, to the foot of the hill below, and to the crests to the left and right. It may be managed as the Sam Tsit Tong wishes. Hereafter there can be no trouble-making, repenting, or anything of the sort. The two families have agreed; there has been no pressure on either side. Fearing that a verbal agreement has no force, this deed of absolute sale has been issued as a record. <Conscionable>

Middleman, Lam King-fat <Conscionable>

Writer of the deed, Lee Tai-on <mark>

9th Year of Kuang Hsü [1883], 1st Moon, 17th Day. This deed of absolute sale was issued then.

(No. 28 in collection of Wo Hang Deeds, LCSD, Central Library)

Note: A “tea-hut” is a simple bamboo shed built on the summit of a pass through the mountains, where the owner could sell tea to travellers, especially those portering goods across the pass, when they rested after tackling the ascent. A number of such tea-huts are known from the New Territories. Usually, as here, the owner of the tea-hut had a monopoly of this trade at the pass in question, and normally also, again as here, combined the ownership of the tea-hut with the monopoly right to cut fuel on the adjacent hill-side. This sale passes the tea-hut and hill-side from private hands into communal hands, the purchaser being the main Lee clan ancestral trust. The new authorities, in the context of the Block Crown Lease

Survey, rejected claims to ownership of fuel-bearing hill-sides, and to ownership of tea-huts: this deed is, therefore, marked by the Land Court as "reported".²⁴

15,700 cash is \$15.70.

(46) White Deed for the Absolute Sale of a Piece of Empty Ground (Shek Pik), 1891

立斷賣屋地連地塘荒地數人陳庚保，為因口糧不敷，叔侄商酌，願將祖父遺下屋地連地塘荒地，坐落土名廣貝，東至田邊，北至田邊，西至田邊，南至江宅為界。先向隣親人等，各不合意。後托中人馮德昌引至池永厚堂，允肯承買。眾面言明價銀貳大元，重壹兩四錢四分正司碼[-]銀。立數之日，一色兌足，交與陳庚保 親手接回家中應用。此地即日經眾退斷，交永厚堂修整，永遠管業，並無債折等情。倘有來歷不明，賣主同中理妥，不干買者之事。恐口無憑，今立田數一紙，交永厚堂永執為據。

在場代筆作中見交銀人馮德昌

(a palmprint)

光緒拾柒年正月廿六日立賣斷屋地數人陳庚保指印為據

This deed for the absolute sale of a building-site, a drying-ground, and waste ground is issued by Chan Kang-po. Since they do not have enough to eat, they, uncle and nephew, discussed and agreed [to sell] the land they inherited from their grandfather, comprising a building-site, a drying-ground, and waste ground, at the place called Kwong Pui. The land extends on the east to the edge of the fields, on the north to the edge of the fields, on the west to the edge of the fields, and on the south to the land of the Kong family. First it was offered to their close relatives, and the rest, but none were interested. They then entrusted Fung Tak-cheung as middleman to offer it to the Chi Wing Hau Tong, who agreed to take it on by purchase. Before all the people it was agreed that the price was two dollars, or by weight 1.44 taels exactly, weighed by the official scale. On the same day as the deed was issued all the silver, all of the same purity, was handed over into the hands of Chan Kang-po, for him to take home and use. This land was, on that same day, handed over by the middleman to the Wing Hau Tong absolutely, for them to manage for ever. There has been no improper discount or anything of the sort. Should there be anything outstanding from the past, this shall be for the vendor and middleman, and shall not involve the purchaser. Fearing that a verbal agreement has no force, this written deed for the fields is handed over to the Wing Hau Tong as permanent proof.

Writer of the deed, middleman, and witness at the scene to the handing over of the money, Fung Tak-cheung

(a palmprint)

17th Year of Kuang Hsü [1891], 1st Moon, 26th Day. This deed for the absolute sale of a building-site is issued by Chan Kang-po over his palmprint

(From the collection of Dr J. W. Hayes. Original now in the Permanent Collection of the Museum of Art, Chinese University of Hong Kong, copy deposited in the Public Records Office as HKMS 99 1/36)

Note: This deed is a case where an ancestral trust (the Chi Wing Hau Tong) buys land well after the death of the Founding Ancestor in whose name the trust was set up, to increase its holdings. The plot of land was inherited from the vendor's grandfather. His brother would have inherited an equal share in the land, but he must have been dead by the date of the deed, being represented by his infant son. The vendor must have been the infant's trustee.

The exchange rate (\$2: 1.44 taels) represents 1,388 cash to the tael, 1,000 cash to the dollar.

(47) White Deed for the Absolute Sale of a House (Tsing Fai Tong), 1891

立退斷屋契字人姬有方，先年遺下有房屋一連二棟在清快塘，上至瓦面桁桷闊壹拾叁行，中至棚板門楣牆壁，下至地基、門[]、天井、階墜、道路一切內外通行。今因欲移深井起造房屋事，無銀應用，母子商議，愿將此屋出賣與人。先招本親房人等，俱各不承。后請中人應錦問至房叔應業出首承接，就日經中臨屋間踏看左右，四邊明白。即日立契數，三面言定依時值價銀貳佰大圓正。即日銀契兩交明白，並無短少，亦無債貨準折等情。銀係有芳母子親手接足，毫無少欠。此屋自賣于後，任應業父子修整封鎖，管業居住。有芳母子日后不得異說，生端阻擋。永遠不得收贖，亦不許加補剗削。此係二家允愿。兩無勒逼。恐口無憑，一賣千秋，立賣斷屋契字，存永遠為照

中人應錦 <公正> (signature)

在場見交銀人天爵 <中> (signature)

又壽生 <正> (signature)

的筆人博邑世齡 <公正> (signature)

見証人有祥 <> (signature)

光緒拾柒年九月初九日立

This deed for the absolute sale of a house is issued by Kei Yau-fong. There is a house at Tsing Fai Tong inherited from the past, comprising two gables. Above, it reaches the tiles, the rafters and battens, and is thirteen rows wide; in the middle it includes the cockloft, doors, and walls; and, below, the foundations, threshold, internal courtyard (air-well), drains, and access path. Now, wishing to move to Sham Tseng and to build a house there, but being without money for this, they, mother and son, discussed together and agreed to sell this house to someone. They first asked the immediate relatives, and the rest, but none could take it on. Then they asked Ying-kam as middleman to offer it to the clan uncle, Ying-yip, to take it on. The same day, in the company of the middleman, they physically visited the house, to look at it from the left and the right, so that the four boundaries are all clear. The same day that the deed was issued, it was agreed verbally that the market price should be \$200 exactly. The same day the deed and the money were both handed over openly, there was no shortfall, nor has there been any fraud or anything of the sort. The money was placed into the hands of Yau-fong, mother and son, without any shortfall. This house, after this free sale, becomes the responsibility of Ying-yip to repair, lock, manage, and live in. Yau-fong, mother and son, may not hereafter cause trouble or obstruct things. There can never be any redemption, nor can there be any addition or discount on the price. The two families have agreed, and there has been no pressure from either side. Fearing that a verbal agreement has no force, this being an absolute sale, this deed of a perpetual sale of a house is to be kept as evidence for ever.

Middleman: Ying-kam <fair> (signature)

Witness at the scene to the handing over: Tin-tseuk <right> (signature)

Also: Shau-sang (signature)

Writer of the deed, from Pok Lo County: Sai-ling <right> (signature)

Witness: Yau-tseung <> (signature)

17th Year of Kuang Hsü [1891], 9th Moon, 9th Day. This deed was issued then.

(From the collection of Dr J. W. Hayes. Copy now deposited in the Hong Kong Public Records Office)

Note: During the later nineteenth century, many of the people of Tsing Fai Tong, a remote village in a mountain valley between Tsuen Wan and Yuen Long, moved to Sham Tseng, a new settlement on the coast, where they were able to make a living from the sea, and from the ships passing through the dangerous waters of the Kap Shui Mun. This deed is evidence of this move. The vendor must have been an infant at the date of the transaction, with his mother as his trustee.

(48) White Deed for the Absolute Sale of a House (Wu Kau Tang), 1894

立賣斷屋數人李永榮父子，今因家中少銀緊用，父子酌議，將先年兄弟有均分屋壹[]連牆，步有十三行瓦發[sic]，上連桁桷、瓦面、下連門楣、門簾、石腳，中連門板、陸尺在內，右左前後，四至分明。請得中人胞弟永孚，送與血叔子永云父子入首承買。即日看點明白。就日憑中眾面言定時值屋價銀伍拾大員零伍毫足。其銀一色，交足與永榮父子接得使用，並無短少，亦無債賃準折之情，乃係明賣明買，壹賣千秋，不得收贖。两家允意，並無迫勒。日後亦不得加價剗削反悔等弊。其屋即日交點過與永云父子修整安居樂處。恐口無憑，今立有數，斷屋數永遠執照。

作中永孚 <公正>

見錢登福 <公正>

代筆永顯 <良心>

見字永漢 <mark>

在場根懋 <天里>

光緒廿年十二月初四日立數人永榮 <天里>

This deed for the absolute sale of a house is issued by Lei Wing-wing, father and sons. Since they are short of money to spend in their great need, the father and sons discussed together and agreed to ask the blood younger brother, Wing-fu, to act as middleman, and offer the house that the brothers had inherited from past years divided in equal shares to the son of the blood younger uncle, Wing-wan, father and son, to take it over. The house has thirteen rows of tiles, including the eaves overhang. It includes the rafters, purlins, and tiles above, and the lintel, door-frame, and foundations below, with, in the middle, the door with panels of six feet width inside. To front and back, and left and right, the four boundaries of the property are clearly known. The same day they inspected the property. On that same day, led by the middleman and before the community, the market price was agreed verbally to be \$50.50 exactly. The money was handed over in full to Wing-wing, father and sons, for them to receive and use. There was no shortfall, and there has been no fraud, or anything of the sort. This is a clear case of sale and purchase. It is an absolute sale. There can be no redemption. The two families have agreed. There was no pressure. Hereafter the price cannot be raised, nor the property sold reduced. There can be no regretting the transaction or any such improper behaviour. The house was the same day handed over to Wing-wan, father and sons, to maintain, and to

live in in happiness. Fearing that a verbal agreement has no force, this deed for the absolute sale of a house was issued as a permanent record.

Middleman, Wing-fu <Upright>

Witness to the money, Tang-fuk <Upright>

Writer of the deed, Wing-hin <Right>

Witness to the deed, Wing-hon <mark>

Witness at the scene, Kan-mau <Appropriate>

20th Year of Kuang Hsü [1894], 12th Moon, 4th Day. Issued by Wing-wing <Right>

(Photostat of two versions, draft and as issued, in author's possession)

Note: 發, in the second line above, is for 闊. This deed exists in two versions, draft and as issued, with minor variations between them. This transaction would seem to be the sale of one share of a house inherited in equal and undivided shares from the grandfather, from one share-holder to another, with another share-holder acting as middleman. The son of the vendor is written in as co-vendor. Wing-hon and Wing-wan are principals in the exchange at Deed 49.

(49) White Deed for an Exchange of Houses between Brothers (Wu Kau Tang), 1896

立兌換正屋字人李永漢、永云兩兄弟。東換西間，西換東間，兩家執瓦均發均深。永云倍補出銀肆大員與永漢親手接得。[兄弟]妻子皆知，並無債貨準折等情。此兌換以後，任兩家擇吉，各班物色歸，各開塞門戶，各安樂住。乃係兩家允愿，明兌明白，永無反悔。恐口無憑，今立有兌屋字執照。

在場見字人永顯 <[---]>

寫字人根華 <公正>

光緒貳拾貳年正月初八日立字人兌屋人 <永翰>

This deed for the mutual exchange of houses is issued by the brothers Lei Wing-hon and Wing-wan. The two families have mutually agreed that the western house will be exchanged for the eastern, and the eastern for the western. The two houses are of the same width and depth. Wing-wan will compensate by paying four dollars into Wing-hon's hands. The brothers, and their wives and sons, are all equally aware of the transaction. There has been no fraudulent discount, nor anything of the sort. After this mutual exchange, the two families may choose a lucky day for taking possession and entering the property, so that they may thereafter live there in happiness and prosperity. The two families have agreed. This a clear case of

exchange. There can never be any regrets. Fearing that a verbal agreement has no force, this document is issued to record this exchange of houses.

Witness to the writing at the scene, Wing-hin <mark>

Writer of the deed, Kan-wa <Right>

22nd Year of Kuang Hsü [1896], 1st Moon, 8th Day. This deed for the exchange of houses was issued by Wing-hon

(Photostat in the author's possession)

Note: See Deed 48. The "brothers" may well have been first cousins. This exchange between "brothers", as an entirely amicable family arrangement, did not require a middleman, nor the normal witness arrangements. Wing-wan may have been trying to evade a string of ill luck by changing his residence.

* * * * *

Deeds Relating to Mortgages (Redeemable Sales) of *Tei Kwat* Rights

(50) White Deed for the Mortgage (Redeemable Sale) of Rice-Land (Wo Hang), 1778

立典田契人鄧參尚、烈尚、維祺，叔侄先年祖遺有民稅田三處，土名四蛇壠，又土名爛布石，又土名禾坑口，共載租谷租錢斗加四，共實租為陸石伍斗。今因就近置業，少銀湊用，愿將此田出典與人。憑中伯達先，送與李朝棟家內學說，入頭承典。當日三面言定，典出花邊銀伍拾貳大員，重銅戥肆拾壹兩陸錢。其銀就日立契，一色當中交足與參兄弟等接收回家應用。其田擬典叁年，與棟管業作為。遞年利息限至叁年方得收贖。如若不贖，遞年幫貼米用陸伯伍拾文。此係二家允意，今欲有憑，立典契存照。內寫幫貼米銀四字。

計開佃人鄧英璋畊租貳石九斗

自畊租叁石陸斗

作中見字人伯達先 <mark>

乾隆肆拾叁年十一月初九日立典田契人鄧參尚、烈尚、維祺 <好心>

This deed for the mortgage of rice-land is issued by Tang Tsam-sheung, Lit-sheung, and Wai-kei, uncles and nephew. They have three pieces of taxed rice-land inherited from their ancestors, at the places called Sze She Lung, Shin Po Shek,

and Wo Hang Hau. They are rented out at a rate of forty per cent above the *tau*, and the rent comes in total to 6.5 *shek* of rent-grain. Now since they are gathering money to invest in property, they have decided to mortgage these fields to others. They entrusted the elder uncle Tat-shin to pass them over to the family of Lee Chiu-tung to take them over on mortgage. The same day the three parties agreed verbally that the market price for this mortgage should be fifty-two dollars, or, by weight, 41.6 taels by the official scale. This money was handed over in full, all at the same purity, by the middleman the same day the deed was issued to Tsam and his brothers for them to receive, take home, and use. The fields are to remain in mortgage for three years, for Tung to manage them. The capital and interest may only be redeemed after the third year. If the fields are not redeemed, there shall be an annual fee of 650 cash each year, as a subsidy for the rice. The two families have agreed. Now, wishing for proof, this deed of mortgage has been issued as a record. There are the four characters "subsidy for the rice" written inside (this deed).

The tenant who farms the land, Tang Ying-kang pays rent of 2.9 *shek*

Rent for self-ploughing, 3.6 *shek*

Middleman and witness to the deed, the elder uncle Tat-sin <mark>

43rd Year of Chien Lung [1778], 11th Moon, 9th Day. This deed for the mortgage of rice-land was issued by Tang Tsam-sheung, Lit-sheung, Wai-kei <Good>

(No. 34B in the collection of Wo Hang Deeds, Central Library, LCSD)

Note: See Deed 10. The exchange rate (\$52: 41.6 taels) represents 1,250 cash per tael (ninety per cent of the standard rate of 1,388 cash per tael). The sum of 650 cash a year is 1.25% of the principal. It was unusual for interest, even at the low rate of 1.25%, to be charged in the case of a redeemable sale, where the mortgagee gets the rent during the term of the mortgage. This may well be why the annual payment of 650 cash after the third year is called "subsidy for the rice". Given the intent of the Tang clan to move to a new village, it may well have been assumed that it was unlikely that this mortgage would ever be redeemed. If the sale was redeemed after eleven years, the repayment would be at the standard 1,388 cash to the tael, and it was, clearly, unlikely that the sale could, in the circumstances, be redeemed in less than that term. After eleven years, redemption would be at a premium over the standard exchange rate. The rent-bushel in use here is forty per cent larger than the official bushel. The rent would have been 9.1 *shek* if measured by the standard *tau*. The price of the mortgage is, therefore, 2.188 taels per standard *tau* of rent received. The rent paid by the tenant is spoken of as falling into two parts: 2.9 *shek* "rent" + 3.6 *shek* "rent for self-ploughing" = 6.5 *shek* overall, but the exact implications of this division into two parts is unclear. It may be that the first sum (2.9 *shek*) was what was required to be paid to the *tei kwat* landholder, and the second (3.6 *shek*) was what the *tei pei* landholder got in addition to the *tei kwat* rent if the land was rented out, but this is only a very tentative guess.

(51) Deed of Mortgage of Rent-Grain (Mui Wo), 1878

立按典租谷契人林天成，為因糧務緊迫，無銀應用，家中夫妻子母酌議，愿將先年承嗣伯父遺下租谷原斗租谷捌石出典與人。先招房親人等，各無銀承典。後至自行問到梅窩白銀鄉蘇祖有學說，允肯承典。言明時值價銀陸拾肆大員，共重肆拾陸兩零捌錢司碼兌足。此銀即日當眾交與天成親手接回家中應用。其租谷亦即日照印契點明捌石，推與蘇祖有管業。收租為原有開列租額，對交過部。此係二家允願。實銀實契數，不是債折等情，亦不是房親營業。春耕春贖，冬耕冬贖。日後銀到數回，不得措遲匿契。今欲有憑，並上手印契壹紙，共交執存照。

一批明，每年該部納米銀錢肆百捌拾文

在場兄林煥生 <一生初心>

見交人林煥雲 <一生初心>

作中人陳獻琛 (signature) <mark>

光緒肆年新月吉日立典契人林天成的筆 <一生[]心>

This deed for the mortgage of rent-grain is issued by Lam Tin-shing. Since he is being urgently pressed for taxes and has no money to pay, he discussed with his family, husband, wife, sons and mother, and decided to mortgage to others the rent-grain he inherited from his elder uncle, who adopted him as his son, that is, eight *shek* of rent-grain measured by the official bushel. The land was first offered to the members of the immediate descent line, and the rest, but none had the money to take it on by mortgage. Then he himself went to So Tso-yau, of Pak Ngan Heung, Mui Wo, who agreed after discussion to take it on by mortgage. It was agreed verbally that the market price should be sixty-four dollars, or, by weight, 46.08 taels, weighed by the official scale. This money was the same day, in front of all the people, handed into the hands of Tin-shing, for him to take home and use. The rent-grain was the same day checked to be eight *shek* according to the deeds, and it is now for So Tso-yau to manage and receive. The original rent schedules were handed over. The two families have agreed. The statement as to the money is true, and this is a true deed. There has been no improper discount nor anything of the sort. This is not ancestral trust property. The rent may be redeemed after the spring sowing or after the winter sowing. Hereafter, if the money is repaid, the deed will be returned, there can be no delay contrary to the deed. Now, wishing to have proof, the previous deed, with fingerprints imprinted, and this written deed, have been handed over as evidence.

With effect from the date of this deed, 480 cash a year is paid from this as tax.

The elder brother, witness at the scene, Lam Wun-sang <Entirely right>

Witness to the handing over, Lam Wun-wan <Entirely right>

Middleman, Chan Hin-sham (signature) <mark>

4th Year of Kuang Hsü [1878], 1st Moon, on a lucky day. This deed of mortgage was issued by Lam Tin-shing over his hand <Entirely right>

(Photostat copy prepared by Dr David Faure, in possession of Dr J. W. Hayes, copy now deposited in the Hong Kong Public Records Office)

Note: Mui Wo (梅窩) is a large valley comprising some half-dozen villages on the eastern coast of Lantau Island.

This deed probably refers to the mortgage of *tei kwat* rights. The *tei kwat* rights to the whole of Lantau were owned by the Lei Kau Yuen Tong (see Deeds 19 and 21). In the case of this land, it would, however, seem that the *tong* had sold some at least of its rights, possibly (since the vendor of this deed had inherited these rights from his father and uncle rather than a more remote ancestor) at some date about 1850. This mortgage is a redeemable sale, the vendor having the right at any time to reclaim the rent by repaying the capital of the mortgage. The land tax was payable by the mortgagee during the term of the mortgage.

The market price was 1 tael for 1.74 *tau* of rent received. The exchange rate (\$64 = 46.08 taels) implies a rate of 1,388 cash to the tael, 1,000 cash to the dollar.

* * * * *

Deeds Relating to Mortgages (Redeemable Sales) of *Tei Pei* Rights

(52) White Deed for the Mortgage (Redeemable Sale) of Rice-Land (Pui O), 1867

立按過耕田數人張興壽母林氏，今因少銀應用，母子酌議，愿將祖父遺下自己名下份均分苗田，坐落土名咸田禾田壹塊，載種子捌升，出按與人。先招房親人等，各不能承。后托中人堂叔裕全，引至長洲遠興店出首承買。二家言明，時值田價銀叁拾大員7.2兌重貳拾壹兩陸錢正司碼戥足，即日齊足交興壽親手携回家中應用。其田亦即日憑中臨田踏看坵塊分明，交與遠興店管業底息。如有張興壽兄弟叔姪，不得異言生端反悔。此係實銀實數，明賣明承，不事[sic]貨債準拆。如有上手來歷不明，同中理明，不予銀主之事。二面言明，不限年月銀到數回，兩無阡阻。今欲有憑人心難信，恐口無憑，今立按田數壹紙，交與遠興店收執為照。

在場見作中人張裕全 <公>

代筆人張盛開 <公正>

同治五年十式月卅三日立當過耕田數人張興壽<>

(Marginal note:) 至同治十一年十式月張禮三在遠興贖回數一紙欠下(…)谷五担

This deed for the mortgage of land and transfer of the right to cultivate is issued by Cheung Hing-sau and his mother, M. Lam. Since they are short of money to use, they, mother and son, discussed and agreed to mortgage to others the rent-paying rice-land they inherited by way of an equal division and now under their name from their grandfather, that is, the single piece of land at the place called Ham Tin, measuring 0.8 *tau tsung*. The land was first offered to the members of the immediate descent line, and the rest, but none were able to take it over. They then entrusted their clan uncle, Yue-chuen, as middleman to offer it to the Yuen Hing shop on Cheung Chau to take it over by purchase. The two parties agreed verbally that the market price for this land was thirty dollars, or, at the exchange rate of 0.72, 21.6 taels exactly. On the same day, this was all handed over to Hing-sau's hands for him to take home and use. The fields were physically visited the same day with the middleman, and inspected to check the boundaries, and were handed over to the Yuen Hing shop to manage in lieu of principal and interest. As for Cheung Hing-sau's elder and younger brothers, cousins, and uncles, they may not hereafter cause trouble or express dissatisfaction. This is a true deed and the statement as to the money is true, it is a clear case of sale and purchase, and there was no improper discount. Should there be anything left unclear from before, [the vendor] with the middleman must deal with it, it will not be a matter for the purchaser. The two parties have agreed, if the money is returned, then, without any restriction as to timing, the deed will be returned, and neither party will impede this. Now, wishing to have proof, as it is difficult to trust men's hearts, and fearing that a verbal agreement has no force, this deed for the mortgage of land is issued today, and handed over to the Yuen Hing shop to hold as proof.

Witness at the scene and middleman, Cheung Yue-chuen <Equitable>

Writer of the deed, Cheung Shing-hoi <Right and Proper>

Tung Chih 5th Year [1867], 12th Moon, 23rd Day, this deed of mortgage and transfer of the right to cultivate was issued by Cheung Hing-sau <>

(Marginal note:) Tung Chih 11th Year [1873], 12th Moon. Cheung Lai-sam came to the Yuen Hing shop and redeemed the sale, taking back the deed. There remain lacking five loads [50 *tau*] of grain.

(Transcript copy in possession of Dr J. W. Hayes)

Note: Pui O is a valley on the south coast of Lantau with several villages in it, including Ham Tin and Shap Long.

This deed, with Deed 53, marks the change in fortune of one of the Cheung families of Ham Tin. In 1867, when the head of the family was Cheung Hing-sau, the family was in some distress, with little money, and had to sell some land by way of a redeemable sale (this deed). Six years later, when the head of the family had become Cheung Lai-sam, the fortunes had changed, and Cheung Lai-sam was able to redeem the sale. Cheung Lai-sam was able to acquire other land, too (see Deed 53), but it was in the 1890s that the family really prospered, when the head of the family was Cheung Kwong-chuen. He was able to acquire considerable quantities of land (see Deeds 57, 62, 67, and 77, and Chapter 8), and became the dominant elder of the Pui O community, the manager of at least four village trusts (the Sze Tak Tong, Sam Wo Tong, Tsik Hau Tong, and Ying Sau Kung, 泗德堂, 三和堂, 積厚堂, and the 應壽公) and the village temple, the Hung Shing Temple (洪聖廟), as well as his own family trust (the Lin Kong Tong, 蓮江堂). As manager of the village temple he was the Village Headman.

The exchange rate is the standard 0.72 dollars to the tael. The market price quoted represents \$37.5 for 1 *tau tsung* for this redeemable sale.

This is one of the few deeds of redeemable sale known where the transaction was with an outsider, in this case a shop on Cheung Chau (although it is possible that the shop was run by a Pui O man). Since the shop could not till this land (it lay across the sea from Cheung Chau), presumably the land was rented out to a tenant. It is probable that the tenant was the previous owner, that is, Cheung Hing-sau, and, later, Cheung Lai-sam. When the sale was redeemed, there "remain lacking five loads of grain". This is probably one year's rent (if the harvest of this land was thirty times the seed sown in a normal year, which would be about normal, five loads of grain would be fifty per cent of the harvest, which would be the standard rent), and may well be the rent outstanding since the date when Cheung Lai-sam became the family head. The vendor must have been a minor at the date of this transaction, with his mother as his trustee. Cheung Lai-sam was probably his heir, perhaps his uncle.

(53) White Deed for the Mortgage (Redeemable Sale) of Rice-Land, (Pui O), 1876

立轉退田數人陳燦高母周氏，為因家貧口糧緊迫生借無門，母子酌議，愿將祖父買受張盛開苗田伍坵實種子壹斗該納李宅稅銀四錢壹分式厘正出按與人。先招房親人等，俱各無銀承按。隣親張亞炳引至咸田張禮三家內學說允肯承頭。揭出血本花銀貳拾伍大員重壹拾捌兩捌錢柒分五厘正司碼兌足，即日經中交與陳燦高母子接回家中應用口糧，分文不欠。此係實銀實數，不是貨債準拆等情。即日經中臨田踏看點明坵塊，推出交張禮三管耕作為底息，但日後張盛開有銀收贖到禮三家內收贖不于陳燦高之事。年長月遠人心難信，恐口無憑，故立田數一紙，交與張禮三收執存照。

作中代筆人張亞炳 <公>

光緒貳年正月卅日立轉按田數人陳燦高 <公>

(Marginal note:) 張盛開田底當陳燦高母子價銀叁拾伍大員

This deed of transfer and sale of land is issued by Chan Chan-ko, and his mother, M. Chau. Since their family is poor, and they are finding subsistence difficult, and since they are completely unable to borrow money, they, mother and son, discussed and agreed to mortgage to others the land of Cheung Shing-hoi which the grandfather had bought, that is, five pieces of land measuring one *tau tsung* and paying 0.412 taels in rent to the Lei family. It was first offered to the members of the immediate descent line, and the rest, but none had the money to take it over. A relative and neighbour, Cheung Ah-ping, offered it to Cheung Lai-sam of Ham Tin, who, after a discussion in his family, agreed to take it over. He offered as the price twenty-five dollars, or, by weight at the standard rate, 18.875 taels exactly. This money was the same day passed through the middleman to Chan Chan-ko, mother and son, for them to take back to their home to use for their subsistence. It was counted out coin by coin, and there was no deficit. This is a true deed, and the statement as to the money is true, there was no improper discount, or anything of the sort. On the same day, the fields were physically inspected with the middleman to have the boundaries clearly pointed out, and they were handed over to Cheung Lai-sam to manage, in lieu of principal and interest. However, if hereafter Cheung Shing-hoi has the money and comes to Cheung Lai-sam's house to redeem the sale, this will not involve Chan Chan-ko. As time passes, men's hearts are difficult to trust, and so, fearing that a verbal agreement has no force, it was decided to issue this deed which was handed over to Cheung Lai-sam to keep as proof.

Middleman and writer of the deed, Cheung Ah-ping <Right>

Kuang Hsü 2nd Year, 1st Moon, 20th Day, this deed of mortgage and transfer of land was issued by Chan Chan-ko <Right>

(Marginal note:) The mortgage of the land of Cheung Shing-hoi was converted to an absolute sale by the payment of thirty-five dollars to Chan Chan-ko, mother and son.

(Transcript copy in possession of Dr J. W. Hayes)

Note: See Deed 52. In this case, a distressed family is selling land by way of a redeemable sale, but the land being sold was land which the seller's family had earlier acquired by mortgage from another family, so the sale represents a re-mortgage. The family selling in this

case was of the Chan (陳) surname, but the land had originally been acquired from a Cheung (張), and was now being mortgaged on to another Cheung. It is possible that the original mortgagee, Cheung Shing-hoi (張盛開), was a close relative of Cheung Lai-sam, who acquires the land by this deed (Cheung Shing-hoi was the writer of Deed 52). At some later date, the Cheung clan buys this land absolutely from the Chans for thirty-five dollars, so that the initial price for the redeemable sale represented 41.6% of the final payment. This deed carefully refers to Cheung Shing-hoi's powers of redemption, but when the sale is redeemed there is no mention of Cheung Shing-hoi or his family. Either Cheung Lai-sam was, by the date of redemption, the heir of Cheung Shing-hoi, or else Cheung Lai-sam squared things with him.

The rent-charge paid to the *tei kwat* landholder, the Lei family, is 0.412 taels per *tau tsung* (a higher figure than usual), or 2.51 taels per acre. This represents about \$3.48 an acre.

The exchange rate is 0.755 dollars to the tael: the standard rate (at 0.72 dollars to the tael) would be eighteen taels to twenty-five dollars. The market price quoted is twenty-five dollars for the redeemable sale, and \$60 for the absolute sale, for one *tau tsung*.

This is one of several Pui O deeds which specifically state that the cash paid was counted out coin by coin to ensure that there was no shortfall (分文不欠).

(54) White Deed for the Mortgage (Redeemable Sale) of Rice-Land (Wu Kau Tang), 1885

立當租田數人李永云父子，今因少銀應用，父子酌議，願將先年祖父遺下有租田，應人石坐落土名田壹處，載種仔伍斗伍升正，大小拾捌塊，每年該納贍學租谷六斗正，允願出當與人。先招房親人等，俱各不接。請得中人李永顯，送與李富魁入首承當。即日臨田踏看，上連坡圳，四至坵塊界限分明。就日憑中三面言明當出，時值田價銀壹佰貳拾大員足。即日憑中壹足交到與永云親手接回應使。其田此當以後，推過與富魁過耕管業納租。永云父子親等，不得異說生端反悔等弊。乃係明賣明買。兩家允意，並無迫勒。恐口無憑，今立有當數執照。其限當以後叁年，方得收贖，異日銀到字回。

(Addition) 銀元足

作中人永顯中人錢壹千一百拾文 <mark>

代筆永普銀風二毛申銀四百八照 <天理良心>

光緒拾一年十一月十四日立數斷永云存昭

(Marginal paragraph, later erased:)

拾一年十一月十四日排明銀價110.2。二家允愿，贍算銀價每一元八角[收?]

This deed for the mortgage of rented rice-land is issued by Lei Wing-wan, father and sons. Since they are short of money to spend, they, father and sons discussed and agreed to mortgage to others the rent-paying rice-land they inherited from their grandfather from of old at the place called Ying Yan Shek, that is, one piece of land measuring 5.5 *tau tsung* exactly, and comprising eighteen fields, larger and smaller, and paying six *tau* in rent-grain each year towards the school expenses. The land was first offered to the members of the immediate descent line, and the rest, but none took it over. They invited Lei Wing-hin as middleman to go to Lei Fu-fui to pass it over to him to take it on by mortgage. The same day, the fields were visited physically, and the boundaries, that is, the hill-slopes and the stream-courses, were inspected: the boundaries on all four sides are clearly known. The same day, with the middleman, the three parties agreed verbally that the full market price for this mortgage should be \$120. The same day, the money was handed over in full by the middleman into the hands of Wing-wan for him to take home and use. The fields under this mortgage were handed over to Fu-fui and hereafter are for him to till, manage, or draw rent from. Wing-wan, father and sons and other relatives cannot hereafter cause trouble, regret the transaction, or behave improperly in any other way. This is a clear case of sale and purchase. The two families have agreed. No pressure was applied from either side. Fearing that a verbal agreement has no force, this deed for the mortgage of rice-land has been issued as a record.

After this mortgage there is a restriction: the rice-land may only be redeemed after three years. If the money is hereafter returned, this written document will be returned.

(Addition) The money was returned in full

Middleman Wing-hin. Middleman fee 1,110 cash <mark>

Writer of the deed, Wing-po. Broker's cash 20¢, plus 470 cash <Right>

Kuang Hsü 11th Year [1885], 11th Moon, 14th Day. This deed was issued by Wing-wan as a record.

(Marginal paragraph, later erased:)

On the 14th Day, 11th Moon, 11th Year, the two families agreed that the price for cancelling the mortgage would be 110.20. The two families agreed that the price would be eight per cent discount per dollar.

(Photostat copy in author's possession)

Note: The market price quoted is \$21.80 per *tau tsung*. See Deed 31 for the payment to the School Trust. The erased marginal note suggests that, after the three-year period in which

redemption was not allowed, the mortgagor got initial agreement of the mortgagee to allow redemption at a discount. The discount quoted (\$110.20 instead of \$120) is spoken of as eight per cent, which should be \$110.40. Since the note is erased, presumably this discount was not finally agreed. The money was, in any case, returned in full, and the sale thus redeemed. The sons are entered into this deed as co-vendors.

(55) White Deed of Mortgage (Redeemable Sale) of Rice-Land (Shek Pik), 1890

立按苗田數人，塘福村鄧應祥，為因租稅未妥，無錢應納，夫妻酌議，願將祖父遺下，經分名下禾田式坵，實種四升，坐落土名大坎，與人付銀回家應用。先招房親人等，各不合意。後托中人鄧展才，引至永盛堂，允肯。即日借出花銀貳拾大元，共重壹拾肆兩叁錢正司碼。其銀立數之日，當眾一色兌足，交與鄧應祥親手接回家中應用。其田即日點明坵數，交永盛堂管理，收穀底息。日後鄧應祥銀到數回，不得肯阻。此係二家允肯，並無債折等情。恐口無憑，今立回按田數壹紙，交永盛堂，永執為據。

在場作中見交銀人鄧展才

代筆人池秀蓮

光緒拾陸年貳月初貳日立按苗田數人鄧應祥的筆 (signature)

This deed for the mortgage of rice-land is issued by Tang Ying-cheung of Tong Fuk Village. Since there are taxes and rent, but he has no money, they, husband and wife, discussed the matter and agreed to [pass to] others the two pieces of rice-land inherited from their grandfather, so that they might have money to use in their household. This land measures 0.4 *tau tsung*, and lies at the place called Tai Him. The land was first offered to the members of the immediate descent line, and the rest, but none were willing. They then entrusted Tang Tsin-tsoi as middleman to offer it to the Wing Shing Tong Ancestral Trust, who agreed, and the same day twenty dollars was given out, weighing 14.3 taels exactly, weighed by the official scale. This silver, all of the same purity, was all handed over on the day the deed was issued, before all the people, into the hands of Tang Ying-cheung, for him to take home and use. The land boundaries were inspected the same day, and the land was handed over to the Wing Shing Tong to manage, and to take the grain in lieu of principal and interest. Hereafter, if Tang Ying-cheung repays the money, the deed will be returned: no hindrance can be allowed. The two families have agreed, and there was no improper discount or anything of the sort. Fearing that a verbal agreement has no force, this written deed for the mortgage of rice-land was handed to the Wing Shing Tong as a permanent proof.

Middleman, witness at the scene and to the handing over of the money, Tang Tsin-tsoi
Writer of the deed, Chi Sau-lin

16th Year of Kuang Hsü [1890], 2nd Moon, 2nd Day. This deed for the mortgage of rice-land was issued by Tang Ying-cheung over his own signature (signature)

(From the collection of Dr J. W. Hayes, original now in the Permanent Collection of the Museum of Art, Chinese University of Hong Kong, copy deposited in the Public Records Office as HKMS 99 1/33)

Note: The vendor must have had an infant son at the date of the transaction, hence the appearance of the wife as co-vendor with him, as potential future trustee for the child, were the vendor to die. The market price quoted is fifty dollars per *tau tsung*. The exchange rate (\$20: 14.3 taels) represents 1,398 cash per tael (100.8% of the standard 1,388 cash per tael).

The character for “principal” or “capital” in these Lantau deeds is variously written 底, 低, or 抵.

(56) White Deed for the Mortgage (Redeemable Sale) of Rice-Land (Wu Kau Tang), 1893

立當嘗田數人李永孚，先年子彝公遺下嘗田一處，坐落土名過澗，種仔七升正，載納景茂祖租谷式升伍正。此田因上年當過與永顯後，光緒年間，永孚同永顯手贖回。今因永孚少錢應用，父子酌議，情願當過與人永云。即日永云出首承接，二面言明，時值價錢壹拾伍千文正。此錢即日交足，永孚親手接回，並無短少。此田自當以後，任由永云過耕管業，作為血本之資。此田不限年月，異日永孚備足錢銀，任由[收]贖。銀到[字]回，不得執拗。恐口無憑，故[當]數執照

的筆人永顯 <公正良心> 的筆錢一毛

光緒拾九年十二月初八日立數存照 <天理良心>

This deed for the mortgage of rice-land owned by a trust is issued by Lei Wing-fu. In the past, the ancestor, Tsz-lun, left a piece of land at the place called Kwo Kan, measuring 0.7 *tau tsung*. It pays rent of 2.5 *shing* rent-grain exactly to the King Mau Tso ancestral trust. This land was mortgaged in an earlier year to Wing-hin and, later on, in the Kuang Hsü era, Wing-fu redeemed it from Wing-hin. Now Wing-fu has little money to use, so he, father and sons, discussed and agreed to mortgage it to Wing-wan. The same day Wing-wan took it over. The two parties agreed verbally that the market price should be 15,000 cash exactly. This money was handed over the same day into the hands of Wing-fu for him to take away:

there was no shortfall. These fields are now mortgaged and are for Wing-wan to plough and manage. They represent the capital of the mortgage. After the date of this mortgage, Wing-fu may redeem these fields without restriction as to timing by paying over the price in full. If the money is paid over, this written deed will be returned. There must be no hesitation over this. Fearing that a verbal agreement has no force, this deed of mortgage has been issued as a record.

Writer of the deed Wing-hin <Upright and Appropriate> Writer's Fee 10¢

19th Year of Kuang Hsü [1893], 12th Moon, 8th Day. This deed was issued as a record <Right and Good>

(Photostat copy in author's possession)

Note: The trust in question is clearly a family trust, of which Lei Wing-fu and his immediate family members were the only beneficiaries, so that Lei Wing-fu could agree to a mortgage without requiring consent from a large group of beneficiaries. Tsz-lun was probably his grandfather or great-grandfather: Deed 59 shows that villagers with the generation name "Tsz" in Wu Kau Tang were active in the second quarter of the century. Tsz-lun bought out his elder brother in 1800 (see Deed 25). He probably died about mid-century. In 1800, the family must have been very poor, but Tsz-lun must later on have become more prosperous. There were, in 1800, two other brothers, but these may have died without issue, so that their shares fell to Tsz-lun.

15,000 cash is fifteen dollars. The market price quoted is \$21.40 per *tau tsung*.

See Deed 31. It may be that the payment to the King Mau ancestral trust mentioned in this current deed differs from the other rent-charges mentioned in other Wu Kau Tang deeds, and is a genuine rental payment, paid for a permanent tenancy of some land of this trust.

(57) White Deed for the Mortgage (Redeemable Sale) of Rice-Land (Pui O), 1894

立退過耕田數人何世參，為因家務日給不敷，情願將先祖父遺下均分苗田坐落土名獨塊苗田叁坵又正壠火珊頭田壹坵總共肆塊，該實種子玖升正，每年應納稅銀壹錢八分，出按退過耕與人。先招房親人等，俱各無銀承頭。后至問到家兄何世英引至咸田張廣全，家內學說揭出本銀壹拾捌大員.72兌腿重壹拾貳兩玖錢陸分正。其銀即日交于何世參親手接回家中應用並無少短。當眾帶銀主臨田踏看經手點明坵塊，推出交張廣全管耕，作為抵息，銀不計利田不計谷。此銀乃係實銀實數不是貨債準拆等情。倘有上手數來歷不明，不于銀主之事，乃係全眾理妥。異日後收贖銀到數回，不得抗阻。今人心難信，恐口無憑，故立田數壹紙交與張廣全收執存照為據。

代筆人何世南 <平>

在場見交銀人何世英 <公>

光緒二拾年貳月初四立退過田數人何世參 <公心>

(Marginal note:) 光緒卅年正月何牛仔婆贖回

This deed of sale and the transfer of the right of cultivation is issued by Ho Sai-sham. Since he does not have enough to cover his living expenses, he decided after discussion to mortgage and to transfer the right of cultivation over the land he had inherited by way of an equal division from his grandfather at the place called Tuk Fai, that is, three pieces, and another piece at Tsing Lung, by the lime-kiln where the coral is burnt: together four pieces, measuring 0.9 *tau tsung*, and paying each year 0.14 taels in tax. The land was first offered to the members of the immediate descent line, and the rest, but none had the money to take it on. He then asked his clan brother, Ho Sai-ying, to offer it to Cheung Kwong-chuen, of Ham Tin, who, after a discussion within his family, offered a price of eighteen dollars, weighing at the standard 0.72 exchange rate exactly 12.96 taels. This money was the same day handed over into Ho Sai-sham's hands to take home and use. There was no deficit. Before the community the purchaser visited the site physically to see it and have the fields pointed out clearly. The land was then handed over to Cheung Kwong-chuen to manage and till, in lieu of principal and interest, so that the money includes no element of interest, and the land no element of rent. The money is a true sum, and the deed is a true deed. There has been no dishonest discount or anything of the sort. Should there be anything from the accounts of the previous owner which has not been made clear, then this shall not be a matter for the purchaser, but must be dealt with with the community. Hereafter, if the sale is redeemed, then, when the money is ready, the deed will be returned, there can be no dispute. Today, men's hearts are difficult to trust, and, fearing that a verbal agreement has no force, it has been decided to issue this deed which has been handed to Cheung Kwong-chuen to keep as evidence and proof.

Writer of the deed, Ho Sai-nam <A Good Price>

Witness at the scene and to the handing over of the money, Ho Sai-ying <Right>

Kuang Hsü 20th Year [1894], 2nd Moon, 4th Day, this deed of sale and the transfer of land is issued by Ho Sai-sham <Right Heart>

(Marginal note:) Kuang Hsü 30th Year [1904], 1st Moon, Ho Ngau-tsai and his grandmother redeemed this.

(Transcript copy in possession of Dr J. W. Hayes)

Note: See Deed 52. This land was sold by way of redeemable sale, and was redeemed ten years later. The original deed for redeemable sale was issued by Ho Sai-sham, but the land was redeemed by Ho Ngau-tsai and his grandmother. Ho Ngau-tsai was, at the date of redemption, still known by his childhood name (Ngau-tsai, 牛仔, “Little Ox”), and can be confidently assumed to have been still under age at that date, hence the need to involve the grandmother, who was presumably the child’s trustee (both his parents must by then have been dead). The grandmother may have been the widow of Ho Sai-sham. The deed as transcribed states that the vendor must warrant the sale “with the community”. This may be an error of transcription, with the transcriber writing 眾 (“community”) for an original 中 (which may well have been designed to be read “middleman”).

The price quoted is twenty dollars for one *tau tsung* for this redeemable sale. This is a good deal less than the price given in Deeds 52 and 53: possibly the land in this case was of a poorer quality. The exchange rate quoted assumes that \$1 equals 0.72 taels.

The payment of “tax” is presumably the rent-charge paid to the *tei kwat* landholder, the Lei family, although the rate of rent-charge is much lower per *tau tsung* than that mentioned in Deed 53. It is unlikely to be land tax since no transfer of ownership in the Land Tax Archive is involved. The payment represents 0.156 taels per *tau tsung*, which implies about \$2.16 an acre.

* * * * *

Deeds Relating to Mortgages (Loans of Cash against Collateral) Foreclosures, Discharges, and Associated Deeds

(58) White Deed for the Loan of Money, with a House as Collateral (Shek Pik), 1858

立當房屋文契人池清德，為因先年請得溫創廷銀會，一堂共計花銀壹拾捌兩，厘毫並無交到無門可向。父子酌議，願將祖父遺下，房屋一間拾壹行，上至桁桷、瓦面，下至地底連廊門戶，左右前後堦巷，東至馮亞土，西至池興富隔牆，南至張祖興，北至池興富。四處界限分明，一切俱全。即日將房屋推出，交于溫創廷管業。錢不計利，屋不計租。依限年底十二月滿期，備足銀兩收贖厘毫不得拖欠。如若滿期無銀收贖，作為斷數交于溫創廷，將屋改業發賣他人。池清德不得指阻。此係二家情愿，並無迫勒。倘或有上手之數來歷不明，不干溫創廷之事，業主理明。恐口無憑，今欲有憑，立當房屋契一紙，交于溫創廷收執存照。

的筆池容發 <mark><mark><mark>

作中人溫志興 <mark><mark><mark>

咸豐捌年正月十八日立屋契一紙

This deed for the mortgage of a house is issued by Chi Ching-tak. Now, some time ago I borrowed money from the Money Association run by Wan Yung-ting. The money due to him is eighteen taels, but I could not meet this debt. There was no way out. We, father and sons, discussed the matter and agreed (to mortgage) a house we inherited from our grandfather. This house is eleven rows of tile wide, and includes the rafters and purlins above, and the foundations and doors and corridor below. There are lanes on all four sides of the house, left and right, front and back. To the east the property goes to Fung Ah-sze's, to the west it is divided off by a wall from Chi Hing-fu's, to the south it goes to Cheung Tso-hing's, and to the north to Chi Hing-fu's. The boundaries are quite clear on all four sides. It is all entire. On the same day, the house was handed over to Wan Tsong-ting to manage. No rent will be charged for the house, and no interest on the money. This arrangement is to last only to the end of the year. When this period ends, at the close of the 12th Moon, the money is to be repaid in full, and the property redeemed. There must be no shortfall. If at the due term the money is not repaid and the property redeemed, then this shall be deemed an absolute sale, and the deed handed to Wan Tsong-ting, and the house may then be sold to some other person. Chi Ching-Tak may not cause trouble or impede this. The two families have agreed, and no pressure has been applied. Should there be anything outstanding from the past, this shall not be a matter for Wan Tsong-ting, but must be settled by the property-owner. Fearing that a verbal agreement has no force, this written deed for the mortgage of a house has been handed to Wan Yung-ting as a record.

Writer of the deed, Chi Hak-fat <mark><mark><mark>

Middleman, Wan Chi-hing <mark><mark><mark>

8th Year of Hsien Feng [1858], 1st Moon, 18th Day. This written deed for the mortgage of a house was issued then

(From the collection of Dr J. W. Hayes, original now in the Permanent Collection of the Museum of Art, Chinese University of Hong Kong, copy, deposited in the Public Records Office as HKMS 99 1/19)

Note: This transaction could be seen either as a redeemable sale or as a loan of cash against property put up as a collateral. However, the very short period allowed for redemption (fifty weeks), and the circumstances of the debt, make it clear that this is in fact a loan against collateral.

The mortgagee had fallen into debt by taking a loan from a money association, which he was unable to repay. Money associations were groups of villagers, brought together by some wealthy senior villager who acted as the head of the association. Each association had its own rules, but they all followed a very similar framework. Each association agreed a

loan period, usually a year. Every member put an agreed equal sum into the association at start-up, to form the capital of the association. Once every loan period, usually immediately at the New Year, all the members could bid to borrow this capital from the association, stating what sum they would offer for the cash (i.e., if there were twenty members, and the start-up capital was one dollar each, then the capital was twenty dollars: a member in urgent need of the money might bid twenty-two dollars for it, the extra two dollars becoming extra capital for the association, and acting in lieu of interest on the loan). No member could borrow twice from the association until all the members in turn had enjoyed the use of the capital. The last member to borrow the money – usually the wealthiest member, and very often the head of the association – would get the whole sum plus the accumulated extra capital, without having to pay any premium for it. Money thus borrowed from the association would have to be repaid before the next loan period began (usually before the end of the 12th Moon), to ensure that money was there for the next round of bidding. The head of the association would guarantee the other members that money would always be available. So, if a successful bidder borrowed the capital and was unable to repay it at the stated date, then this was a very serious matter, and the head of the association would expect to get the sums due in, no matter how problematic this was to the borrower. In this case, the mortgagee borrowed the sum, which, with the premium bid by him, came to eighteen dollars, but was, at the end of the year, unable to repay it. The head of the association put eighteen dollars of his own money into the association, in lieu of the mortgagee's money as due, against a house collateral, but with the understanding that the house would be foreclosed if the sum due was not repaid before the end of the following year. The head of the association did not charge any interest on the money, nor take rent from the house: in effect he was giving the member a further year to repay the sum due.

It would seem that Chi Hak-fat did in fact repay the money, and got this deed back from Wan Tsong-ting, since the deed was later on in the hands of the Chi clan.

(59) White Deed for the Loan of Money, with Rice-Land as Collateral (Wu Kau Tang), 1859

立借銅錢數人，叔子廣父子今因家中少錢緊用，自己清身問到侄仕勝，身中借出銅錢貳千文。當日二面言定，每年納回利息叁分伍莫[sic]。此契約至本年冬季頭，利一足還清不得少欠。若有拖欠本利，子廣父子酌議，情愿收有先年遺下過簡有水芋田壹塊，日後任仕勝父子或耕或退作為本利。此係二家允意，兩無迫勒。異日錢到字回。立借錢字存之 <公正>

的筆自己 <公正>

咸豐捌年正月廿二日子廣父子立借契存照

(Marginal note:) 此契內批，明兌仕良錢貳千文作為仕勝手交完

This deed for the loan of cash is issued by the younger uncle Tsz-kwong, father and sons. Since they are short of money to spend in their great need, they themselves approached the nephew, Sze-shing, to borrow 2,000 cash from him personally. On that same day, they agreed verbally that the interest on this loan would be 3.5 candareens per year. This deed is to come into effect at the end of the year, by when all the interest due is to be paid: no delay will be permitted. Should there be any delay in paying the interest, or repaying the capital, then Tsz-kwong, father and sons, have agreed that a certain field, used for the cultivation of water-taro, inherited by them from their ancestors, is to be handed over, for Sze-shing himself to cultivate, or sell, in lieu of the capital and interest. This is an agreement between the two families: there has been no pressure. If the money is repaid, then this deed will be handed over. This deed is prepared as a written record. <Fair>

Written by himself <Fair>

8th Year of Hsien Feng [1859], 22nd Day of 1st Moon

Tsz-kwong, father and sons, wrote this deed of loan of cash, as a written record (Marginal note:) It is hereby noted on this deed, that all the money loaned under this deed was repaid by a payment of 2,000 cash made by Sze-leung into Sze-shing's hands. The debt is quit.

(Photostat copy in author's possession)

Note: The interest charged is 48.6 cash per year, or 2.43%. This low rate of interest presumably reflects the close relationship between the principals, and it was, it would seem, foregone, as the debt seems to have been repaid without interest paid on it. The borrower's son (presumably Sze-leung) is written into the deed alongside his father as the borrower of the money.

(60) White Deed for the Loan of Cash (Wu Kau Tang), 1870

同治八年四月初二日敬洪亞四

借仕勝銀壹員足。每年每月每日行利息四分算。壹年期滿，不多在復，言人廣過草磊，跡一當過仕勝父子，勿足，其滿過磊

同治九年九月十六日

8th Year of Tung Chih [1870], 2nd Day of 4th Moon, King-hung and Ah-sei

One dollar of Sze-shing's money was lent out. Interest is to be charged every day, every month, every year, at the rate of four candareens per year. The loan is for one

year, and no more. It was agreed verbally that, if the loan continued over to the following year, so that the debt accumulated, then anything not by then paid off would be added to the capital and so accumulated.

9th year of Tung Chih [1871], 16th Day of the 9th Moon

(Photostat copy in author's possession)

Note: In the case of this loan, no collateral seems to have been put up, and the loan was, it would seem, unsecured. The translation gives the meaning, but it is difficult to extract that meaning from the text!

The interest quoted is 55.5 cash per year, or 5.55%.

(61) White Deed for the Loan of Money (Wu Kau Tang), 1887

立欠單借錢數人李亞八。今因無錢使用，親叔仕勝公借出花銀五大元正，足平重3.6兩，即伸錢5,600。二面言明，每月奉納利息卅文錢[-]。及念係孫侄之情，不收物業，異日銀到字回。恐口無憑，立字存照。

光緒十三年四月廿八日今立字有據

的筆李亞八 <mark>

This deed for a loan of cash is issued by Lei Ah-pat. Since he is out of money to spend, his paternal younger uncle, Sze-shing, has given him a loan of five dollars exactly, which equals 3.6 taels by weight, and which extends to 5,600 cash. The two parties agreed verbally that the monthly interest should be thirty cash. Considering that they are uncle and nephew, no land is to be handed over. Hereafter, when the loan is cleared, this writing will be returned. Fearing that a verbal agreement has no force, this written document has been prepared.

13th Year of Kuang Hsü, [1887], 4th Moon, 28th Day. This deed was issued as evidence on this day

Lei Ah-pat wrote this <mark>

(Photostat copy in author's possession)

Note: This loan is specifically stated to have been unsecured, with no land put up as collateral, because of the close family relationship between borrower and lender.

5,600 cash represents an exchange rate of 1,120 cash to one dollar, substantially more than the 1,000 standard (112% of the standard). It is probable that Sze-shing was lending above the going rate, again because of the close family relationship, that is, that Ah-pat sought a loan of five dollars, and actually received 5,600 cash, or \$5.60. The interest is 420

cash a year, or 7.5% on 5,600 cash. The interest would equal the 600 cash premium in eighteen months, which might well be the period agreed for repayment.

The expression 孫侄 (“grandson-nephew”) presumably means “blood uncle and nephew”, that is, the borrower’s grandfather was the lender’s father, and so they were uncle and nephew by blood. The expression certainly seems to suggest a much closer relationship than “clan uncle and nephew”, a more distant relationship within the clan.

(62) White Deed for the Mortgage (Loan of Money against Collateral) of Rice-Land (Pui O), 1887

立按當田數人張維翰，為因口給難度，夫妻約議，愿將祖父遺下苗田壹處坐落土名榕樹頭田大小四坵戴實種子壹斗正，出按與人。先招房親人等，俱各無銀承按。后自行親到咸田張禮三公，大家學說允肯揭出花銀壹拾五大員.72司碼戔兌重壹拾兩零捌錢正。二面言明每員每年利谷壹斗五升算。此銀即日交足維翰親手接回家中應用。倘或日後利息不清任由銀主或典或當。如有來歷不明，不于銀主之事，同眾理明。年長月玖，人心難信，恐口無憑，故立數壹紙與收執存照。

光緒拾三年式月初四日

立按當田數人維翰的筆 <公心>

(Marginal note:) 此田維翰自耕

This deed for the mortgage of land is issued by Cheung Wai-hon. Since they are facing subsistence problems, they, man and wife, discussed together and agreed to mortgage to others the land inherited from the grandfather at the place called Yung Shue Tau, that is, four pieces, larger and smaller, measuring one *tau tsung* exactly. The land was first offered to the members of the immediate descent line, and the rest, but none had the money to take it on. Then he himself went to the elder Cheung Lai-sam, of Ham Tin, who, after discussion within his family, agreed to offer fifteen dollars, weighing at the standard scale exchange rate of 0.72 exactly 10.8 taels. The two parties agreed that the interest should be 1.5 *tau* per dollar per year. The money was the same day handed over into the hands of Wai-hon to take home and use. Should the interest not be paid in full in the future the purchaser may mortgage it to some other person, as he wishes, by way of either a *tin* mortgage or a *tong* mortgage. If there is anything unclear from before, this shall not be a matter for the purchaser, but must be settled with the community. As time passes, men’s hearts are difficult to trust, so fearing that a verbal agreement has no force, it was decided to issue this deed to be kept as evidence.

Kuang Hsü, 13th Year [1887], 2nd Moon, 4th Day

This deed of mortgage was issued by Wai-hon over his signature <Right Mind>

(Marginal note:) This land is cultivated by Wai-hon himself.

(Transcript copy in possession of Dr J. W. Hayes)

Note: See Deed 52. This land was used as collateral against a loan of money. The sum loaned is noticeably less than the sums paid for redeemable sales in Deeds 52, 53, and 57. The exchange rate quoted assumes that one dollar equals 0.72 taels. The interest charged, 1.5 *tau* of grain per dollar per year, represents about ¢30 per dollar per year (the wholesale price of unhulled grain was about twenty cents a *tau*), or possibly slightly less than the rack-rent of the land. As with Deed 57, this deed states that the vendor would have to warrant the transaction "with the community". In this case, however, since there was no middleman, this phrase must be taken as written. The lender of the money made a marginal note that the mortgagee was in occupation of the land, so the transaction was not a redeemable sale. There is no note as to redemption of this transaction, but it probably was redeemed since this land does not seem to appear in the detailed list of his holdings drawn up by Cheung Kwong-chuen about 1905. It was probably redeemed in about 1893.

(63) White Deed for the Absolute Sale (Foreclosure) of Rice-Land (Wu Kau Tang), 1889

立退斷田字人根芬，為因上年先父永鏞，借有仕勝伯祖銀拾六員，即日憑永顯伯，善為辦妥銀貳拾大員足。父子愿將先年祖父遺下有田壹處，坐落土名猪古稔，種子七升正，每年該納永鏞祖租谷貳升五正，推過與仕勝伯祖，過耕管業，作為頭利之資。永無收贖。根芬兄弟人等，不得異日說生端反悔等情。恐口無憑，立有退斷田字存照

作筆人永鏞 <公心>

在場人永顯 <公平>

光緒拾五年十二月拾九日立退斷田字人根芬 <公正>

This deed for the absolute sale of rice-land is issued by Kan-fan. Last year, his late father, Wing-yung, borrowed sixteen dollars from the great-uncle Sze-shing. On the same day, elder uncle Wing-hin, as a charitable gesture, settled the money at twenty dollars. Now they, father and sons, are willing to hand over that field of land inherited from their ancestors at the place called Chue Kwu Nim, measuring 0.7 *tau tsung* exactly, and paying rent in grain of exactly two *shing* each year to the

Wing-yung ancestral trust, to Sze-shing to till and manage in lieu of the capital and interest of the loan. There can never be any redemption. Kan-fan and his brothers and all the rest cannot hereafter cause trouble or repent the transaction, or anything of the sort. Fearing that a verbal agreement has no force, this written deed for the absolute sale of rice-land is issued.

Writer of the deed, Wing-ngok <Conscionable>

Witness at the site, Wing-hin <Fair>

This deed for the absolute sale of rice-land was issued by Kan-fan on the 19th Day, 12th Moon, 15th Year of Kuang Hsü, [1889] <Proper>

(Photostat copy in author's possession)

Note: This transaction is clearly the record of a foreclosure. A mortgage (in this case a loan secured by collateral of land) had been taken out which could not now be paid off. The land put up as collateral was thus foreclosed on and transferred to the lender "in lieu of the capital and interest". The borrower issues the deed, as a public statement that the foreclosure is fair. See Deed 31 for the payment of rent-charges in Wu Ku Tang Village.

(64) Deed of Discharge for a Loan (Wu Kau Tang), 1890

立收單字，今因仕勝公四月初八日，中面完有茂祖錢三十三千文正，一足清妥，並無少欠，異日有部有字，不得向永云父子討取。[----]收單字回為照。

光緒十六年四月初八日六大房人等記

A deed of discharge. This deed states that since, on the 8th Day of the 4th Moon, Lei Sze-shing, in the presence of the middleman, paid in full the 33,000 cash [owed] to the Yau Mau ancestral trust, with nothing outstanding, so hereafter nothing further can be sought from Wing-wan, father or sons, under the original deed, or the account-book. [----] The original deed is now returned as evidence.

16th Year of Kuang Hsü [1890], 4th Moon, 8th Day. A record by the men of all six *fong*

(Photostat copy in author's possession)

Note: This transaction may be a disguised foreclosure, Lei Sze-shing repaying a debt taken out by Lei Wing-wan, and so acquiring the land put up as collateral by Lei Wing-wan, but this is very speculative. Lei Wing-wan is also the principal in Deeds 54 and 56.

(65) White Deed for the Mortgage (Loan of Money against Collateral) of Rice-Land (Ho Sheung Heung area), 1891

上借銀數人端琨，今因家中無銀應用，自行問到昌發家中入頭，允意借出本銀頭九十大員當七錢二兌足。當日二面言定，每年每員利谷八升行算。此銀借出于後，每要每年利谷清楚，兩造交收，須要颶風潔淨，不得拖欠。如有拖欠，願將先年伯父遺下，兄弟均分，有糧田四處，坐落土名本處丙壢貳坵、坑壢下壹坵、凹背橫徑大小十六坵、伯公下四坵，通共二十二塊，每年幫納糧錢三百文，通共實種五斗伍，任由銀主昌發寄田，過耕管業，或耕或退，以抵本利之資。端琨、端雲兄弟叔侄，不得異言生端等情。此銀不是債賬準折。乃是二家允意。異日銀到數回。恐口無憑，立一條數，交執存照。

代筆弟端達 <正>

光緒十七年正月廿八日立契人端琨、端雲 <signature>

This loan document is a deed issued by Tuen-kwan. Since there is no money to use in his household, he himself approached the family of Cheung-fat for help, and Cheung-fat was willing to lend ninety dollars, or the equivalent at the rate of 0.72 taels to the dollar. That same day the two parties agreed verbally that the interest on each dollar should be 0.8 *tau* of grain. At every term without exception, the interest-grain must be paid in full and cleared, at each harvest: it is essential that the amount due is paid absolutely in full, with no shortfall, even if there is a typhoon. If there should be a shortfall, then it is agreed that the four areas of taxed land inherited from their late elder uncle by way of a division between the brothers, that is, two plots at Ping Lik in this village, one plot at Hang Lik Ha, sixteen plots, larger and smaller, at Au Pui Wang Keng, and four plots at Pak Kung Ha, in total twenty-two [*sic*] plots, paying 300 cash a year in tax, measuring 5.5 *tau tsung*, shall be liable to foreclosure, and may be managed, ploughed, or disposed of, as seems most convenient, in lieu of the capital and interest. The brothers Tuen-kwan and Tuen-wan, and their uncles and nephews, may not hereafter cause trouble or any such improper behaviour. This money has not been improperly discounted. This is an agreement between the two families. Hereafter, if the money is repaid, the deed will be returned. Fearing that a verbal agreement has no force, this written deed of mortgage has been issued as a record.

Writer of the deed, the younger brother Tuen-tat <Right>

17th Year of Kuang Hsü [1891], 1st Moon, 28th Day. This deed was issued by Tuen-kwan and Tuen-wan

(From the collection of Dr J. W. Hayes, original now in the Permanent Collection of the Museum of Art, Chinese University of Hong Kong, copy deposited in the Public Records Office as HKMS 99 1/33)

Note: The exchange rate (0.72 taels to the dollar) represents 1,388 cash to the tael, 1,000 cash to the dollar. In effect, the mortgagor becomes the perpetual tenant of the mortgagee by this deed.

It is probable that the interest stated (0.8 *tau* of grain per dollar) was to be paid at each harvest, and that the annual interest was, therefore, 1.6 *tau* of grain. The "tax" mentioned may be land tax, or, more probably, the rent-charge due to the *tei kwat* landholder.

(66) White Deed for the Mortgage (Loan of money against Collateral) of Rice-Land (Pui O), 1891

立揭銀數人張麗華，為因父喪無銀應用，愿將先年祖父遺下有苗田壹處坐落土名山角頭坑邊田式坵正墘坑邊田壹坵共三坵，戴種子六升，出按與人。先招房親人等，俱各無銀承。後托房叔漢猷引至本族廣全，學說允意承，領揭出血本花銀壹拾肆大員司碼。72兌足。三面言明每年每元該利谷壹[斗]伍升算，限每年兩造清，榮不得拖欠。倘有利息不清任由銀主其田過耕作為底息，不得阻阮反悔生端。日後贖本息交足，方可原契送回。今人心難信，故立回田數壹紙，交廣全收執存照。

代筆人張漢猷 <正心>

光緒拾柒年正月十八日立揭田數人麗華 <公>

(Marginal note:) 光緒卅年正結立退耕田數價銀肆拾大員漢猷的筆

This deed for the loan of money is issued by Cheung Lai-wa. Because of his father's death, he has no money to use, and has decided to mortgage to others the land he inherited from his grandfather, that is, the two pieces of land lying together at the place called Shan Kok Tau Hang Pin, and the three pieces at the place called Tsing Lung Hang Pin, measuring 0.6 *tau tsung*. The land was first offered to the members of the immediate descent line, and the rest, but none had the money to take it on. Then he entrusted the matter to the clan uncle Hon-yau, to offer it to Kwong Chuen, of the same clan. After discussion in his family he agreed to take it on, offering a price of fourteen dollars, or the equivalent at the standard exchange rate of 0.72. The three parties agreed verbally that the interest should be 1.5 *tau*

per dollar per year, which is to be cleared each year at the two harvests. No delays will be allowed. Should it happen that the interest is not cleared, then it shall be for the purchaser to take the land over and till it in lieu of principal and interest. There must be no interference with this, no expressions of discontent, no trouble-making. Hereafter, if the matter is redeemed, then, when the principal and interest is paid in full, then the deed will be returned. Now today men's hearts are difficult to trust, so it was decided that a deed on the return of the land should be issued, and given to Kwong-chuen to keep as evidence.

Writer of the deed, Cheung Hon-yau <Right Mind>

Kuang Hsü 17th Year [1891], 1st Moon, 18th Day, this deed of a loan secured by land was issued by Lai-wa <Right>

(Marginal Note:) Kuang Hsü 30th Year [1904] on a lucky day in the First Moon, Hon-yau over his signature issued a deed making this sale absolute for a price of forty dollars.

(Transcript copy in possession of Dr J. W. Hayes)

Note: See Deed 52. This land was put up as collateral by Cheung Lai-wa. Cheung Hon-yau was the writer of the deed, but was probably also the next heir, since, thirteen years later, it is Cheung Hon-yau who converts the transaction into an absolute sale.

The price quoted represents \$23.30 for the loan for a full *tau tsung*, and ninety dollars for the absolute sale of a whole *tau tsung*. The loan thus represents 25.9% of the value of the land if sold absolutely. The interest charged is 1.5 *tau* per dollar per year, as at Deed 52.

The expression "regrets" (反悔) is normally written 反悔 in deeds from Pui O.

(67) White Deed for the Mortgage (Loan of Money against Collateral) of Rice-Land (Pui O), 1897

立按揭銀數人張維祥，為因家內緊迫無銀應用，夫妻酌議，情願將祖父遺下苗田壹處坐落土名撿魚路揀企田壹塊新開塊田式坵共大小叁坵，戴種子壹斗式升正，此田出按與人。先招房親人等，俱各無銀承。有後托至自己親身問到廣全，家內學說允肯承按，揭出血本花銀貳拾大員.72司碼戥兌重壹拾肆兩(…)錢正。此銀即日交與維祥親手接回家中應用，分文不少。二面言明，每員[每]年利谷壹斗式升算。如限每年清榮不得拖欠，如有拖欠利谷不清，任由銀主騎田過耕作為抵息，不得限阡。乃係實銀實數，不是貨債準拆等情。如有來歷不明，不于銀主之事，係債主同中理安。日後收贖銀到數回，不得限阡反悔生端。年長月遠，人心難信，恐口無憑，故立按揭數壹紙，交與廣全收執存照。

代筆人張維寧 <公>

光緒貳拾叁年貳月初八日立揭銀數人維祥 <公>

(Marginal note:) 宣統三年二月十七日根明母贖回两家妥當作為兩吉

This deed of mortgage and loan is issued by Cheung Wai-cheung. Since he has no money to use in his household because of pressing matters, he discussed the matter with his wife, and they decided to mortgage to others the land inherited from the grandfather lying together at the place called Kim Yue Lo Kan Kei, that is, one piece, with the two pieces of newly opened land, altogether three pieces, measuring 1.2 *tau tsung*. The land was first offered to the members of the immediate descent line, and the rest, but none had the money to take it on. He then entrusted himself to go to ask Kwong-chuen, who, after discussion within his family agreed to take it on, offering a price of twenty dollars, or, at the standard exchange rate weighed on the standard scale, exactly 14.[...] taels. This money was the same day handed over to Wai-cheung, into his hands, for him to take home and use. It was counted out coin by coin, and there was no shortfall. The two parties agreed verbally that the interest should be 1.2 *tau* per dollar per year. This must be cleared each year, and no delay can be allowed. If there is any delay in clearing the interest, then the purchaser may foreclose and till it himself in lieu of principal and interest, and there can be no trouble over this. This is a true deed and the statement as to the money is true, there has been no fraudulent discount nor anything of the sort. Should there be anything left unclear from before, this will not be a matter for the purchaser, but must be settled by the creditor and the middleman. When redeemed, the deed will be returned when the money is to hand, there can be no trouble, delay, or discontent over this. As time passes, men's hearts are difficult to trust, and, fearing that a verbal agreement has no force, it was decided to issue this deed of mortgage and loan, to be handed over to Kwong-chuen to keep as evidence.

Writer of the deed, Cheung Wai-ning<Right>

Kuang Hsü 23rd Year [1897], 2nd Moon, 8th Day, this deed of loan of money was issued by Wai-cheung <Right>

(Marginal note:) Hsuan Tung 3rd Year [1910], 2nd Moon, 17th Day, Kan-ming and his mother redeemed the sale. Both families behaved properly: may it be lucky for both of them!

(Transcript copy in possession of Dr J. W. Hayes)

Note: See Deed 52. The exchange rate should give a figure of 14.4 taels. The figure quoted for the loan is \$16.60 for a whole *tau tsung*, which is a good deal less than in Deed 67. Furthermore, the interest charged, 1.2 *tau* per dollar per year, is also a fifth less than that charged at Deeds 62 and 67, at about twenty-four per cent as against thirty. It is possible that the borrower was a close relative of the lender. In this case, the loan was taken out by Cheung Wai-cheung, with his wife involved, presumably as potential trustee for an infant son, but redeemed by Cheung Kan-ming and his mother. Kan-ming was presumably the son of Cheung Wai-cheung, and still a minor when the transaction was redeemed, hence the need for his mother to be involved, presumably as his trustee.

(68) White Deed for the Mortgage (Loan of Money against Collateral) of Rice-Land (Tai Long), 1898

立當田數人陳騰亮、妻鐘氏，為因口糧緊迫，無錢應用，夫妻酌議，情愿將先祖父遺下苗田貳坵，坐落土名大浪村屋面前榕樹頭田壹坵，灣塊田壹坵，共計種子陸升正，當出與人。先招房親人等，俱各無銀承當。夫妻酌議，同到本村，宗兄滿亮出首承當。即日當出本銀拾大員，重柒兩貳錢正，即日交與騰亮夫妻，親手接回家中應用。二面言明，每元每年息谷壹斗四升，兩造交收，不得拖欠。倘若日後利谷不清，騎田過耕作為底息。異日銀到數回，滿亮不得抗拒。此係式家允意，並無迫勒，實銀實契。恐口無憑，故立數一紙，交與滿亮收執為據

依日代筆人陳爵英

光緒貳十四年貳月初一日吉立當田數人陳騰亮

This deed for the mortgage of rice-land is issued by Chan Tang-leung and his wife, M. Chung. Since subsistence has become a pressing problem, and they have no money to use, they, husband and wife, discussed the position and decided to put out to mortgage the rice-land they inherited from their grandfather, that is, two pieces, one at the place called Yung Shue Tau, in front of the houses at Tai Long Village, and one at the place called Wan Fai. Together they measure 0.6 *tau tsung* exactly. The land was first offered to the members of the immediate descent line, and the rest, but none had the money to take them on by way of mortgage. After discussion, they, husband and wife, asked the clan brother from their village, Mun-leung, if he could take them on. The same day ten dollars, weighing 7.2 taels exactly, was produced for the mortgage, and the same day it was put into Tang-leung, husband and wife's, hands, for them to take home and use. The two parties agreed verbally that the interest would be 1.4 *tau* of grain per dollar per year, to be paid at each

harvest without any shortfall. In future, should the rent grain not be paid in whole, then the fields may be foreclosed, and taken and ploughed in lieu of the capital and interest. Hereafter, when the money is repaid, then the deed will be returned, and Mun-leung may not impede this. The two families have agreed, and no pressure has been applied. Fearing that a verbal agreement has no force, this written deed has been handed to Mun-leung to keep as a record.

The writer of the deed, Chan Tseuk-ying

24th year of Kuang Hsü [1898], 2nd Moon, 1st Day. This deed for the mortgage of rice-land was issued by Chan Tang-leung

(From the collection of Dr J. W. Hayes. A transcript is deposited in the Hong Kong Public Records Office)

Note: Tai Long was a small village on the south coast of the Chi Ma Wan Peninsula (芝麻灣), on the central southern coast of Lantau Island. It is the site of today's Sea Ranch development.

The market price quoted is \$16.70 per *tau tsung*. The exchange rate (\$10: 7.2 taels) represents 1,388 cash to the tael, 1,000 cash to the dollar. The wife is involved, presumably as potential trustee for an infant son. In this case, as against Deeds 59 and 61, the mortgagor and mortgagee, while members of the same clan, were distantly related. In this deed, the mortgagor effectively becomes the perpetual tenant of the mortgagee.

Early British Period (1901–1941) Deeds (Deeds 69–82)

Deeds Relating to the Absolute Sale of Rice-Land

(69) Deed on Stamp Duty Paper for the Absolute Sale of Rice-Land (Kowloon City), 1903

立斷賣田字人，九龍衙前村吳桂昌、甲生，今因承祖父遺下，經分自家名份糧田，坐落土名九龍沙河橋內，烏石涌。桂昌一坵，照地紙七百七十六號，田土廳畫則丈量…。甲生一坵，照地紙七百七十七號，土廳畫則丈量…。兩號連同上下塊，共取時值價銀四伯叁拾大員正。今憑中人九龍沙埔村陳星如，引至香港梁吉堂，臨田看合，依價還足。三面言明，二家允愿。就日齊到田土廳衙門轉名割稅。交易即日，吳桂昌子水保、甲生子土保，親手，收到梁吉堂交足田價銀兩，並無短少拖欠。交易之後，該田任從買主畫則填地，建造屋宇，行門放水，依舊日東南西北四角八方任由自便。不得異言阻擋。倘有上手來歷不明，及左右前後爭執界址，並有先年舊契搜出，亦作為廢紙等，乃是係賣主同陳星如中人料理妥當，與買主無涉。此田未賣之先，並非重典重按，亦不是債賬迫勒等情。既賣之後，係歸梁吉堂在田土廳衙門照領地領紙，管業納稅。恐口無憑，立此斷賣田契壹紙，交與梁吉堂永執存照。

作中人，見交銀代筆人陳星如 (signature) <mark>

光緒貳拾九年三月二十伍日

大英壹仟九佰零三年四月廿貳號

立斷賣田契字人吳桂昌子水保字 (signature)

吳甲生子土保字 (signature)

This deed for the absolute sale of rice-land is issued by Ng Kwai-cheung and Ng Kap-sang, of Nga Tsin Village, Kowloon. They have inherited from their grandfather, by a division between their families, certain taxed land at the place called Wu Shek Chung, within Sha Ho Kiu, at Kowloon, that is to say, Kwai-cheung has a field numbered 776 in the Lease Certificate in the Land Registry for the payment of ... Crown Rent, and Kap-sang has a field numbered 777 in the Lease Certificate in the Land Registry for the payment of ... Crown Rent. These two fields, including the upper and lower rights to the plots, have a market price of exactly \$430. Now, they entrusted Chan Shing-yue, of Sha Po Village, Kowloon, as middleman to offer it to Leung Kat-tong, of Hong Kong. They visited the fields to inspect them to ensure that the price seemed reasonable. The three parties agreed verbally, and the two families have agreed. On the same day they went to the Land Registry to change the name, and alter the tax schedule. The same day this money was all handed over into the hands of Shui-po, the son of Ng Kwai-cheung, and To-po, the son of Ng Kap-sang. Leung Kat-tong handed over the purchase price of the fields in full, without shortfall or debt remaining. Having handed it over, the fields are at the disposal of the purchaser: he is free to plan them, fill them in and build houses there, setting out doors and bringing water to the site, everything within the boundaries of the area, on all sides, as before, whether east or west, north or south, shall be as he wishes. Hereafter there can be no obstruction. Should there be anything left unsettled from the previous holders, or if there is any dispute with any neighbour about boundaries, or if anything is raised on the basis of old deeds, these shall be treated as so much waste paper, and it shall be for the vendor and middleman, Chan Shing-yue, to settle, and the purchaser shall not be involved. Before these fields were sold, the land was not mortgaged in any way, and there was no improper discount, no influence was brought to bear, there was no deceit in the accounts, and no pressure applied, nor anything of the sort. As soon as the purchase was completed, Leung Kat-tong altered the schedule at the Land Registry, so that it was for him to manage the land and his responsibility to pay the tax. Fearing that a verbal agreement has no force, this written document, a deed for the absolute sale of rice-land, was given to Leung Kat-tong as a permanent record.

Middleman, witness to the handing over of the money, and writer of the deed,
Chan Shing-yue (signature)<mark>

29th Year of Kuang Hsü, 3rd Moon, 25th Day
Great Britain, 22nd of April, 1903

On this day, this deed of absolute sale of rice-land was issued by Shui-po, son of Ng Kwai-cheung (signature) and To-po, son of Ng Kap-sang (signature)

(From the collection of Dr J. W. Hayes, original deposited in the Public Records Office as HKMS 104 1/173(A))

Note: Kowloon City was, before 1898, a market town and official cantonment lying on the north-east of the Kowloon Peninsula.

This deed, while being handwritten on Stamp Duty paper like other New Territories deeds of the period, and while it was clearly not drawn up by a lawyer, is nonetheless very different from every other deed here analysed. The reason is that the purchaser, Leung Kat-tong, was a land developer from Hong Kong (the deed marks the beginnings of urban development within the Kowloon City area) and not a New Territories villager, and it was the purchaser who was responsible for drawing up the deed. There can be little doubt that this deed reflects traditional phraseology and format typical of Leung Kat-tong's native place rather than those of the New Territories, so that the deed, while not entirely dissimilar to more purely New Territories deeds, is still very different from those deeds. The site of the purchase was on the edge of the old Kowloon City Market. This deed, as all the other New Territories deeds here analysed and dating from the period 1901–41 (other than those otherwise noted), is handwritten on a pre-printed Stamp Duty paper blank. The "upper and lower rights" are probably the *tei kwat* and *tei pei* rights. The "lease certificate" is the Block Crown Lease. The sons of the vendors are written into the deed as co-vendors. The amount of Crown Rent due from the lots is left blank in the deed as issued.

(70) Deed on Stamp Duty Paper for the Absolute Sale of Rice-Land (Hoi Ha), 1929

立退斷禾田字人許其富、其貴、其奕、其昌。因先年祖父遺下有禾田一塊，種子一斗正，坐落土名下洋大草埔，英官丈量第290約，號數751號。每年該納糧銀三毛六，出賣與人。先招房親人等，各不能承。後請中人黃長，送與翁厚福堂子孫出首承接。當面議定，斷田價銀一百大元足。此銀即日經中交足與其富、其貴、其奕、其昌，親手接回家中，應米糧會項之急。其田亦即日當官過數，交與厚福堂子孫永遠管業耕種。如其富兄弟不得抗拒，異說生端反悔。此乃二家允意。一賣千秋，永無收贖。恐口無憑，立斷田一紙為據。

作中人黃長 <公正>

民國十八年七月十七日立退斷田字人許其富，其貴，其奕，其昌，仝立
<mark>

This deed for the absolute alienation of rice-land is issued by Hui Kei-fu, Kei-kwai, Kei-yik, and Kei-cheung. They have a piece of land inherited from their grandfather, from past years. It is exactly one *tau tsung* in area, and lies at the place called Ha Yeung Tai Tso Po. According to the survey of the British Officials, it is Lot 751 in Demarcation District 290, and has to pay thirty-six cents a year as Crown Rent. They wish to sell it to others. The land was first offered to the members of the immediate descent line, and the rest, but none could take it on. After this, they invited Wong Cheung as middleman, to pass it over to the descendants of the Yung Hau Fuk Tong, for them to take it on by purchase. In discussions between the parties a price for the sale of the rice-land was agreed verbally of \$100 exactly. This money was handed over by the middleman to Kei-fu, Kei-kwai, Kei-yik, and Kei-cheung, for them to take home to spend to buy food and rice and such like things in their need. These fields were the same day transferred before the officials to the purchaser's Crown Rent Schedule, and were handed over to the descendants of the Hau Fuk Tong, for them to manage for ever, plough, and plant. Kei-fu and his brothers cannot impede, object, cause trouble, or regret the transaction. The two families have agreed. It is an absolute sale, and there can be never be any redemption. Fearing that a verbal agreement has no force, this written deed was prepared as evidence of the permanent alienation of this rice-land.

Middleman, Wong Cheung <Fair and Reasonable>

18th Year of the Republic [1929], 7th Moon, 17th Day. This deed for the absolute sale of rice-land was issued by Hui Kei-fu, Kei-kwai, Kei-yik, and Kei-cheung jointly <mark>

(LCSD, Central Library, MS 220)

Note: Hoi Ha (海下) is a small village of the Yung (翁) clan on the northern coast of the North Saikung Peninsula, on the coast opposite Tap Mun. See Plate 7. The market price quoted is \$100 per *tau tsung*. This is a very high price, presumably because of the location (immediately adjacent to the purchaser's new house) and, as such, of greater than average value to the purchaser. The Hau Fuk Tong was a family trust set up by Yung Sze-chiu to hold his family's holdings. At this date, Yung Sze-chiu was still alive.

**(71) White Deed (with Revenue Stamp added, cancelled by Vendor's mark)
for the Absolute Sale of Rice-Land (Hoi Ha), 1931**

立退斷禾田字人陳集傳、集琪、丁長，因家用不敷，叔侄酌議，願將先祖遺下大埔禾田壹塊，種子壹斗伍升正，英官丈量第290約，號數752。每年

該納糧銀六毫正，出賣與人。先招房親人等，各不能承。後請中人何仕欽，送與下洋翁厚福堂父子承接。當面經中議斷田價銀壹拾員足。此銀即日交與集傳、集琪、丁長、叔侄，接家中應用。此田是日點明，交過厚福堂父子過耕管業。而集傳，集琪，丁長叔侄，不得刁難阻擋，異說生端。此乃式家允意。一賣千秋，永無收贖。恐口無憑，立斷田一紙，交執為據

見証人何仕欽 <公>

民國貳拾年五月十一日立斷禾田字人陳集傳、集琪、丁長、陳義貴、長貴、有貴、福西、滿經手的筆 <mark>, (over five-cent stamp)

This deed for the absolute sale of rice-land is issued by the uncles and nephew Chan Tsap-fu, Tsap-kei, and Ting-cheung. Since they do not have enough money for their living expenses, they, uncle and nephews, discussed the matter and agreed to sell to others land they had inherited from their ancestors, that is, one piece of rice-land at Tai Po [near Hoi Ha], measuring exactly 1.5 *tau tsung*, which is, according to the survey of the British officials, lot 752 in Demarcation District 290, and which should pay Crown Rent of exactly sixty cents a year. The land was first offered to the members of the immediate descent line, and the rest, but none were able to take it over. They then entrusted Ho Sze-yam, as middleman, to pass it over to the Yung Hau Fuk Tong of Hoi Ha, father and sons, to take it on. In the presence of witnesses, and with the middleman, it was agreed that the price for this rice-land should be ten dollars exactly. The money was handed over the same day to Tsap-fu, Tsap-kei, and Ting-cheung, uncles and nephew, for them to take home to use. The same day these fields were clearly identified. They were handed over to the Hau Fuk Tong, father and sons, to plough and manage. Tsap-fu, Tsap-kei, and Ting-cheung, uncles and nephew cannot now repent the transaction, impede it, or hereafter cause trouble. The two families have agreed. This is an absolute sale. There can never be any redemption. Fearing that a verbal agreement has no force, this paper relating to the absolute sale of rice-land was produced, and handed over as evidence.

The witness, Ho Sze-yam <Reasonable>

20th Year of the Republic, [1931], 5th Moon, 11th Day. This deed for the absolute sale of rice-land was issued by Chan Tsap-fu, Tsap-kei, Ting-cheung, Chan Yi-kwai, Cheung-kwai, Yau-kwai, Fuk-sai, Mun, by their hand <mark>, (over five-cent stamp)

(LCSD, Central Library, MS229)

Note: See Plate 8. This deed was drawn up in traditional white deed format, not using pre-printed Stamp Duty paper. It was brought within the ambit of the Stamp Duty Ordinance by having a revenue stamp for five cents stuck on, at the foot of the dating clause, cancelled by being over-written by the vendor's signature-mark. The references to the "Yung Hau Fuk Tong of Hoi Ha, that is, to the father and his sons" are because Yung Sze-chiu, who had set this trust up, was still alive: he and his sons were the sole members of the trust.

The market price quoted is \$6.6 per *tau tsung*. This price is so low that some special factor may be involved, not mentioned in the deed.

(72) Deed on Stamp Duty Paper for the Absolute Sale of Rice-Land (Hoi Ha), 1936

立退斷禾田字人何天保、王保、己壽。今因口給不敷，愿將先父遺下土名下洋隔坑禾田大小四塊，共種仔貳斗正，英官丈量第290約，號數661，665，該納糧銀四毫五仙正。先招房親人，不能承頂。後請証人林甲興，送與下洋翁厚福堂司理人翁仕朝出首承接。當面言明，時值斷田價銀壹佰大元足。此銀即日交足與何天保、王保、己壽，親手收妥。其田是日點明，交過與翁厚福堂子孫，永遠耕種管業。如天保兄弟子侄不得阻抗。此乃兩家允意。恐口無憑，立字為據

見証，兌銀人林甲興 <mark>

民國廿五年十月初十日立退斷田字人何天保 <mark>、王保、己壽 <mark>、子乙興、亞三 <mark>

This deed for the absolute sale of rice-land is issued by Ho Tin-po, Wong-po, and Kei-sau. Since they do not currently have enough for subsistence, they have decided [to sell] a piece of rice-land inherited from their deceased father at the place called Kak Hang at Ha Yeung, comprising four plots, greater and smaller, and measuring in total 2 *tau tsung* exactly, which comprise Lots 661 and 665 in Demarcation District 290, according to the survey of the British Officials, and which ought to pay forty-five cents Crown Rent exactly. It was first offered to the men of the immediate descent line, but they could not take it on. Then they asked Lam Kap-hing as witness to pass it over to Yung Sze-chiu, as Manager of the Yung Hau Fuk Tong, to take it on. The parties verbally agreed that the market price for the absolute sale of this rice-land should be \$100 exactly. This money was handed over in full into the very hands of Tin-po, Wong-po, and Kei-sau for them to receive. The rice-land was inspected the same day, and handed over to the

descendants of the Yung Hau Fuk Tong, to till, plant, and manage for ever. Tin-po, and his brothers, and their sons and nephews cannot now obstruct this sale: it is an agreement between the two. Fearing that a verbal agreement has no force, this deed is issued as evidence.

Witness to the handing over of the money Lam Kap-hing <mark>

25th Year of the Republic, [1936], 10th Moon, 10th Day. This deed for the absolute sale of rice-land was issued jointly by Ho Tin-po <mark>, Wong-po, Kei-sau <mark>, and their sons Yuet-hing, Ah Sam <mark>

(LCSD, Central Library, MS 235)

Note: The market price quoted is fifty dollars per *tau tsung*. See Plate 9 (the right-hand margin of the deed has not been included).

* * * * *

Deeds Relating to Absolute Sale of Property Other than Rice-Land

(73) Deed on Stamp Duty Paper for the Absolute Sale of a Licensed Forestry Lot (Hoi Ha), 1927

立賣山稅牌照字人何天保、王保。今因家中口給不敷，父子酌議，愿將白沙澳下洋松山，竹木柴草一切，每年該納稅銀一元六，出賣與人。即請証人許揚保，送與翁仕朝父子出首承接。當日中面言明，時值價銀叁拾捌大元足，即日交與天保、王保、經中親手接回家中口給之需。此牌照即日點明界址：東至牛湖澳，西至領咀大路正峴，南至水牛澳，北至禾塘仔，四址交明。交與仕朝父子永遠管業，納稅種植斬伐。而天保、王保，隣親兄弟叔侄，不得異說生端。恐口無憑，立字為據

代筆人何仕欽 <公>

作証人許揚保 <mark>

唐民國十六年四月廿七日立賣山稅人何天保、王保、戊壽經手 <mark>

(Marginal note:) 此牌照白沙澳下洋附近西貢地段第255號活16英畝每年納稅1.6元

This deed for the sale of a tax-paying licensed forestry lot is issued by Ho Tin-po and Ho Wong-po. Since they do not have enough for subsistence, they decided

after discussion that they were willing to sell all that fuel-bearing hill-slope land at Ha Yeung, near Pak Sha O, including everything there - all the bamboo, trees, firewood, and grass. This land pays \$1.60 in tax each year. They then invited Hui Yeung-po as witness to pass it over to Yung Sze-chiu, father and sons, to take it on. On that day, in the presence of the middleman, it was verbally agreed that the market price at that time should be thirty-eight dollars exactly, which was handed over that same day to Tin-po and Wong-po through the middleman for them to take back to their family to meet their subsistence needs. On that day, the four boundaries of this licence were identified, that is, to the east it stretches as far as Ngau Wu O, to the west as far as Tsing Kin by the main footpath at Ling Tsui, to the south as far as Shui Ngau O, and to the north as far as Wo Tong Tsai. All four boundaries were clearly identified. It was all handed over to Sze-chiu, father and sons, to manage, pay tax, plant, and cut for ever. Tin-po and Wong-po, their relatives, brothers, uncles, and nephews cannot hereafter cause trouble over this. Fearing that a verbal agreement has no force, this written document was prepared as evidence.

Writer of the Deed Ho Sze-yam <Reasonable>

Witness Hui Yeung-po <mark>

16th year of the Chinese Republic, [1927], 4th Moon, 27th Day. This deed for the sale of tax-paying hill-slope land was issued by Ho Tin-po, Wong-po, Mo-sau, by their hand <mark>

(Marginal note:) This licence is near Ha Yeung, at Pak Sha O: it is no. 255 in the Saikung District, and measures 16 English acres. It pays \$1.60 tax.

(LCSD, Central Library, MS 386)

Note: See Plate 10. When the Hong Kong Government took the New Territories over, they rejected claims by villagers to own the hill-slopes near their villages. Instead, the new administration issued forestry licences for some of these hill-slopes: the villagers could cut fuel within a lot covered by a forestry licence, but had to replant whatever was cut. These licences were issued “to the people of ... village”, and were, as communal property, not permitted to be alienated. Each forestry licence area was to have an “agent” (these licences were not trusts, and so the Government did not wish the man elected to be called “manager”), elected by the people of that village. However, it was customary in the Hoi Ha area for fuel hills to be individually owned, and the villages in that area clearly felt that there was no reason not to sell the forestry licence lots where this seemed desirable. Such sales were, however, strictly speaking, illegal. The use of Stamp Duty paper for this deed was probably, therefore, done “to convey a sense of authenticity to the deed”. However, the deed certainly looks as if it was registered: if it was, presumably the legal effect of the deed was the transfer to the purchaser of the agency of the lot. The mention of the purchaser’s sons

is because Yung Sze-chiu had put his land into a trust, the Yung Hau Fuk Tong, and so the purchaser was, strictly, a trust, of which Yung Sze-chiu and his sons were the sole members.

(74) Deed on Stamp Duty Paper for the Absolute Sale of a Pineapple Plantation (Tsing Yi), 1935

立賣菠蘿峯數人高安，今因少銀應用，自行問到鄰友何傳壽，承允買到高安有菠蘿峯一處，栽種伍仟，坐落土名大窩肚。當日二面言明價銀四拾大元。即將此銀交到高安親手接回應用，並無短少分毫。即賣于後，即歸交何傳壽管業。不得生端。及乃二家允意。先此聲明，恐口無憑，立回厘印數紙一帖，存執為據。

見証人陳安 (signature) 丘新 (signature)

民國二拾四年六月初一日立賣菠蘿峯人高安 (signature)

This deed for the sale of a hillside pineapple plantation is issued by Ko On. Since he is short of money to spend, he himself went to ask his friend and neighbour Ho Tsuen-shau, who agreed to buy. Ko On has a hillside pineapple plantation, measuring 5,000 plants, at the place called Tai Wo To. On that day, the two parties agreed verbally that the price should be forty dollars. Immediately, this money was handed over into Ko On's hands, for him to take away and use, there was absolutely no shortfall. After the sale, it was immediately handed over to Ho Tsuen-shau to manage. There can be no disputes. The two families have agreed. First there was an oral agreement, but, fearing that a verbal agreement has no force, this Stamp Duty deed has been issued for keeping as evidence.

Witnesses, Chan On (signature), Yau San (signature)

This deed for the sale of a hillside pineapple plantation is issued by Ko On (signature) on the 1st day of the 6th Moon, 24th Year of the Republic [1935]

(From the collection of Dr J. W. Hayes, copy deposited in the Hong Kong Public Records Office)

Note: Pineapples were grown on hill-slopes (峯) above the flatter lands usable for rice cultivation. Tsuen Wan (including Tsing Yi) was particularly famous for the growing of pineapples. Many of the Tsing Yi residents in the 1930s were newcomers to the area and had no clan relatives living there: this is probably the reason why this deed makes no mention of offering the land to relatives before sale to an outsider. From this deed, it is clear that land used for the growing of pineapples was measured by the number of plants the land could carry. Pineapple cultivation used hill-slopes, and required a pineapple cultivation permit.

Such permits could not be transferred. In this case, while a deed was prepared on Stamp Duty paper it is doubtful if it was registered: it is probable that the Stamp Duty paper was used merely "to convey a sense of authenticity to the deed" (Dr J. W. Hayes, personal comment).

(75) Deed on Stamp Duty Paper for the Absolute Sale of a Fuel-Bearing Hillside (Lo Wai, Tsuen Wan), 1939

立賣草山人張玉廷、捷鴻、暢廷，先年堂兄遺下有草山壹段，坐落土名上角山大面排報腦石，四圍有界限分明。今出賣于鄰兄曾昭義。夫婦酌議，承受價銀12元，交與張玉廷、捷鴻、暢廷三人接回應用。不少分毫。既買于後，任由曾昭義永遠管業割草。張玉廷、捷鴻、暢廷人等不得異說，生端反悔。此乃兩允意。恐無憑，立字為據

西1939年九月八號立賣草山人張玉廷 (signature) 張捷鴻 (signature) 張炳嬌 (signature)

This deed for the sale of a grass-bearing hillside is issued by Cheung Yuk-ting, Tsit-hung, and Cheung-ting. They have a grass-bearing hillside inherited from their clan cousin, which is at the place called Sheung Kok Shan, at Tai Min Pai Po No Shek. The boundaries on all four sides are clearly set out. Now they wish to sell it to their close neighbour, Tsang Chiu-yi. Husband and wife discussed the matter and agreed to the price of twelve dollars, all of which was received by Cheung Yuk-ting, Tsit-hung, and Cheung-ting for them to take away and use. There was no shortfall. After the sale, it is entirely for Tsang Chiu-yi to manage and cut grass there. Cheung Yuk-ting, Tsit-hung, and Cheung-ting and others may not hereafter dispute the sale or regret it. The two families have agreed. Fearing that there is no proof, this written deed was drawn up as evidence.

Western Calendar 1939, 8th September. This deed of sale of a grass-bearing hillside was issued by Cheung Yuk-ting (signature), Cheung Tsit-hung (signature) and Cheung Ping-kiu (signature)

(From the collection of Dr J. W. Hayes, copy deposited in the Hong Kong Public Records Office)

Note: This deed does not mention any forestry licence for this area, and it is likely that there was none. This deed was written on Stamp Duty paper, but was not registered in the Land Office (Dr James Hayes, personal comment to the author). Dr Hayes states that the deed "I am sure represents an illegal transaction", with the Stamp Duty paper being used merely "to convey a sense of authenticity to the deed". Tsuen Wan was close to the urban area and, by the late 1930s was being developed for various small-scale industrial and handicraft uses.

The hills of the area were heavily cut for fuel, which is presumably why this hillside no longer produced any wood for firing, but only grass. Grass, cut, dried, and tied in bundles, was burnt as a fuel and sold readily, even though, as fuel, it was poorer than wood or charcoal for most purposes. Cheung Cheung-ting does not sign the deed, which is signed instead by Cheung Ping-kiu. She was probably his wife, signing for him since he was away from the area at the time.

(76) White Deed for the Absolute Sale of a Fuel-Bearing Hillside (Tsing Yi), 1940

立斷松山人陳壬福。今因家中乏銀應用，自想願將先父遺下松山一處，土名青衣風樹窩，水井面直上，及大石古挑坪頂，茲情願將此松山出賣與人。親問到桂大姑，允意承買。式面言明，依時值價銀式十五圓。此銀交足陳壬福親手接回應用，並無短少分文按。松山今推過桂大姑永遠管業，異日壬福不得反說生非。乃係兩家情願，一賣千秋，永無收贖。特立斷字為証，執存昭[sic]，立紙為據，恐口無憑。

中人鄧立全的筆

斷立人陳壬福 (signature)

民國廿九年三月十六日

This deed for the absolute sale of a fuel-bearing hillside is issued by Chan Yam-fuk. Since his household is lacking money to spend, he himself decided to sell to others that stretch of fuel-bearing hillside he inherited from his deceased father, at the place called Fung Shue Wo, on Tsing Yi, lying immediately above the well, and also at To Ping Ting, at Tai Shek Kwu. He himself offered it to Aunt Kwai, and she agreed to buy. The two parties agreed verbally that the market price should be twenty-five dollars. This money was all put into the hands of Chan Yam-fuk for him to take away and use. There was no shortfall, and no discounting the price. As for the fuel-bearing hillside, that was this same day handed over to Aunt Kwai for her to manage for ever. Hereafter, Yam-fuk may not object, regret the transaction, or try to cause trouble. The two families have agreed. It is an absolute sale, there can be no redemption. This written deed of absolute sale has been issued as proof, to be kept as a certificate, and this written deed was drawn up as proof, since it is feared that a verbal agreement has no force.

Middleman, Tang Lap-chuen, who also wrote the deed

Chan Yam-fuk, who issued this deed of absolute sale (signature)

29th Year of the Republic [1940], 16th Day, 3rd Moon

(From the collection of Dr J. W. Hayes, copy deposited in the Hong Kong Public Records Office)

Note: Tsing Yi is an island lying off the coast at Tsuen Wan. There were half a dozen villages on the island. This sale of a fuel-bearing hillside was written in traditional white deed form, presumably because this was an unregistrable transaction. Only if a forestry licence was in place was it legally possible to own a fuel-bearing hillside, but no licence seems to have been involved here.

* * * * *

Deeds Relating to Mortgages (Redeemable Sales and Loans of Cash against Collateral), Discharges, Foreclosures, and Associated Deeds

(77) White Deed for the Mortgage (Loan of Money against Collateral) of Rice-Land (Pui O), 1902

立按當田數人張漢猷，為生意無本無銀支需曾，愿將自己祖父遺下有苗田壹處坐落土名咸田屋面前田式坵，戴種子四升正，出按與人。先招房親人等，俱各無銀承按。後自行問到廣全，允肯入頭，揭出本銀壹拾壹大員.72 兌重柒兩九錢式分正。當面言明，每元每年該谷利壹斗式升正。以限每年兩造清，榮不得拖欠，倘有拖利谷不清，任由銀主騎田過耕，作為抵息。但日後收贖，銀到數回，不得抗拒反悔。故立〔按揭數壹之紙，交與廣全收執存照〕。

立]按田揭銀數人張漢猷的筆 <平>

光緒二十八年式月廿五日立

(Marginal note:) 光緒乙巳卅一年二月漢猷手買斷田價銀肆拾大員足

This deed for the mortgage of land is issued by Cheung Hon-yau. Since he has suffered losses in business, and now has no money, and must increase his cash to meet the demands on him, he decided to mortgage to others the land he inherited from his own grandfather, that is the two pieces of land lying together at the place called Uk Min Tsin, at Ham Tin, measuring 0.4 *tau tsung* exactly. The land was first offered to the members of the immediate descent line, and the rest, but none had the money to take it on. Then he himself went to Kwong-chuen, who was willing to take it on, offering a price of eleven dollars, or, at the standard 0.72 exchange rate,

weighing 7.92 taels exactly. They agreed together verbally that the interest should be 1.2 *tau* per dollar per year. It was agreed that this should be cleared every year at the two harvests, and that no delay would be permitted. Should there be a delay in clearing the interest, the purchaser may foreclose and till the land himself, in lieu of principal and interest. However, hereafter, on redemption, when the money is to hand, then the deed will be returned, there can be no obstruction or expression of discontent. It was decided that a deed for this mortgage and loan should be issued, and handed over to Kwong-chuen to keep as evidence.

This deed for loan and mortgage is issued over the signature of Cheung Hon-yau<Good price>

Kuang Hsü 28th year [1902], 2nd Moon, 25th Day

(Marginal note:) Kuang Hsü Yuet Kei 31st Year [1905], 2nd Moon, Hon-yau came and sold this absolutely for the price of forty dollars

(Transcript copy in possession of Dr J. W. Hayes)

Note: See Deed 52. This is a transaction involving a loan of money against collateral of land. The loan represents \$27.50 for a whole *tau tsung*; the sum for the absolute sale represents \$127.50 for a whole *tau tsung*. The loan thus represents 21.6% of the value of the land if sold absolutely. The interest charged, 1.2 *tau* of grain per dollar per year, is one-fifth less than that charged in Deeds 62 and 67. By this transaction, the borrower becomes, in effect, the perpetual tenant of the lender. It represents about twenty-four per cent as against thirty per cent of the likely harvest. The exchange rate is standard. This transaction was made by Cheung Hon-yau, together with Deed 67. He had failed in business and had to sell land to meet his debts. The characters within brackets were omitted by the transcriber jumping from the character 立 in one line to the same character alongside it in the next line. The Block Crown Lease D.D. numbers are not given, as the date of the deed is before the new registration system was finalised.

(78) White Deed for the Mortgage (Redeemable Sale) of Rice-Land (Ho Sheung Heung Area), 1919

立當田數陸文堂、瑞璜、瑞琳、瑞和、瑞安、瑞琅、兆祥。原因母親去世，殯葬緊用，兄弟酌議，愿將先年祖父遺下與瑞琨名下，有粮田二處，土名伯公下門前一塊，下壠十三塊。陸文堂份下得。實種一斗七升五正，出當與人。先問房中兄弟，瑞琅份下，承招，依時值田銀壹拾七大元足。即日交過與陸文堂殯葬母親。其田亦即日點明坵塊，交過瑞琅耕種管業，任由方便。而大兄不得阻抗等弊。異日銀到數回。乃是二家允愿。恐口無憑，立當田數交執為據

的筆人瑞達 <公>

民國八年正月十八日立當田數瑞琳、瑞璜、瑞和、瑞琅、瑞安、兆祥
<mark>

This deed for the mortgage of rice-land is issued by Sui-pan, Sui-lam, Sui-wo, Sui-on, Sui-long, and Shiu-cheung, who between them form the Luk Man Tong. Since their mother has passed away, and the expenses of the funeral are pressing, the brothers discussed the position, and agreed to mortgage to others two pieces of taxed land they inherited from their grandfather. This land is registered in the name of Sui-kwan. One piece is at the place called Pak Kung Ha Mun Tsin, and consists of one plot, and the other is at the place called Ha Lung, and consists of thirteen plots. The Luk Man Tong has the power to divide this land. It measures 1.75 *tau tsung*. It was first offered to brother Sui-long, to take it on at the price of seventeen dollars. That same day, the money was passed to the Luk Man Tong to meet the expenses of the mother's funeral. The same day the field boundaries were inspected, and the fields were passed to Sui-long to plough, plant, and manage, and to use as he finds it convenient. The other brothers cannot impede him, cause trouble, or any such wrong behaviour. Hereafter, if the money is repaid, the deed will be returned. The two families have agreed. Fearing that a verbal agreement has no force, this written deed of mortgage has been issued as a record.

Writer of the deed, Sui-tat <Right>

8th Year of the Republic [1919], 1st Moon, 18th Day. This deed for the mortgage of rice-land is issued by Sui-lam, Sui-pan, Sui-wo, Sui-on, Sui-long, Shiu-cheung
<mark>

(From the collection of Dr J. W. Hayes, copy deposited in the Hong Kong Public Records)

Note: The Luk Man Tong is a family trust ("The Hall of the Six Man Brothers": "Man" was probably part of the brothers' formal names), the vehicle for the landholding of the six brothers and their families. The land was registered in the name of Sui-kwan, presumably the oldest of the brothers: he was probably dead by 1919, and represented by a son, Shiu-cheung (this is a case where land owned in equal and undivided shares by a group of brothers was registered in the Block Crown Lease as being held by the eldest brother alone: it is also a case where the death of the Block Crown Lease lessee was not registered). This deed records a private arrangement to find the funds for a funeral by way of a loan from the youngest brother, secured by handing over some of the family fields to him by way of a redeemable sale. This deed was never registered at the Land Registry as an encumbrance, and was never planned to be: as a result, the deed is in traditional white deed form and not written on Stamp Duty paper, as it was not to be registered, but kept as a private family arrangement.

The market price quoted is low (about ten dollars per *tau tsung*), presumably reflecting the special circumstances of this mortgage.

(79) White Deed for the Mortgage (Loan of Money against Collateral) of Rice-Land (Keung Shan Village), 1906

立典田契人溫容興，為因家內無銀應用，有祖父遺下苗田壹段，土名姓李邊，大小六塊，羌山村前大小四塊，共成壹塊[sic]，實種壹斗參升，紙仔共八張，愿此田典過與人，計銀應用。托中人溫金富，引至溫新發，允肯承典。三面言明事，田價銀壹拾陸大員足。即日立契，此銀一色，交出溫容興親手接回家中應用。其田即日點明塊契，收谷納稅。此係二家允愿，實眼實數，不是雙頭折等情。倘有上手數來歷不明，此係典主之事同中人理明，不干銀主之事。恐口無憑，此立田契壹張，並紙仔八張，交與溫幸[sic]落收執存照，是日銀到契回。此田溫容興自己耕回，每年收谷壹拾三斗。

在場作中人溫金富

見交銀人溫容興，溫良縉親手接回

立典田契人溫容興的筆

光緒三十二年二月十九日

This deed for the mortgage of rice-land is issued by Wan Yung-hing. Because he is out of money to spend in his household, he has decided to mortgage for money the land he inherited from his grandfather, that is, the six pieces, bigger and smaller, of rice-land at the place called Sing Lei Pin, and the four pieces, bigger and smaller, in front of Keung Shan Village, in total one [sic] piece, for which there are eight *chi tsai*, and which measure 1.3 *tau tsung*. Wan Kam-fu was then entrusted as middleman to offer this land to Wan San-fat, who agreed to take it on by mortgage. The three parties agreed verbally that the price for these fields should be sixteen dollars in full. On the day that the deed was issued, this money, all of the same purity, was passed into Wan Yung-hing's hands, for him to take home and use. The fields were the same day checked against the deed. Taxes will be paid from the grain received. The two families have agreed. The statements as to the money are correct, there was no collusion between the two parties or anything of the sort. If there is anything left over from the past, then this is for the mortgagor to deal with together with the middleman, and shall not involve the lender of the money. Fearing that a verbal agreement has no force, this deed for the mortgage of rice-land, together with the eight *chi tsai*, has been handed over to Wan San-lok [sic], for him to hold

and keep. When the money is repaid, the deed will be returned on that same day. Wan Yung-hing will plough these fields himself, and thirteen *tau* of grain will be received each year.

Middleman at the scene, Wan Kam-fu

Witness to the handing over of the money into the hands of Wan Yung-hing

Signature of the issuer of this deed of mortgage of rice-land, Wan Yung-hing

Kuang Hsü 32nd Year [1906], 2nd Moon, 19th Day

(From the collection of Dr J. W. Hayes, transcript deposited in the Hong Kong Public Records Office)

Note: Keung Shan is a valley just inland from Tai O Town, at the western end of Lantau Island. There are three or four small settlements in the valley. This deed was issued in the period between the takeover of the New Territories in 1898 and the finalisation of the new Block Crown Lease system. This deed, therefore, does not detail the D.D. numbers of the lots in question, but does refer to the interim documents issued by the new authorities after the land survey, but before the issue of the Block Crown Lease: *chi tsai* ("little papers"). See Chapter 3. The total number of plots should be ten: an error of transcription is presumably the reason for the error. The money lent against the collateral of 1.3 *tau tsung* of land was sixteen dollars, or twelve dollars per *tau tsung*. In effect, the mortgagor became, by this deed, the perpetual tenant of the mortgagee. The "interest", in effect the rent, is ten *tau* of grain per *tau tsung*, or 0.08 *tau* per dollar lent, which is rather low. "San-lok" (幸落) was presumably another name for the purchaser "San-fat" (新發).

(80) Deed on Stamp Duty Paper for the Mortgage of a Fishing-Boat (Hoi Ha), 1925

茲揭到翁仕朝香港通用銀式拾大元足。當面中言明，此銀任由銀主隨意取還：如若不還，愿將何傳茂、傅勝船艇窖網典賣，抵足本利。此乃兩家允意，恐口無憑，立字為據

代筆人何仕欽 <公>

唐民國十四年八月廿二日立揭銀字人何傳茂，傅勝全立 <mark>

Yung Sze-chiu has made a loan of twenty dollars, Hong Kong currency. By a verbal agreement between the parties, in the presence of the middleman, the owner of the cash is willing to lend it, but can ask for its return. Should it not then be repaid, it is agreed that Ho Fu-mau and Fu-shing will hand over their fishing-boat, sampans, and nets as a foreclosed sale in lieu of the loan and interest. This is an agreement

between the two families. Fearing that a verbal agreement has no force, this writing was drawn up as a record.

Writer of the deed Ho Sze-yam <Reasonable>

14th Year of the Chinese Republic, [1925], 8th Moon, 22nd Day. This deed for the loan of cash was issued jointly by Ho Fu-mau and Fu-shing <mark>

(LCSD, Central Library, MS 249)

Note: See Plate 11. Although the wording of this deed might suggest at first sight that this was a loan taken out by Yung Sze-chiu, it is in fact a record of a loan made by him to two fishermen brothers, against the collateral of their fishing boat and equipment. See Chapter 8. Fishermen were often obliged to accept long-term debts from landmen, especially landmen merchants. Although this deed is written on Stamp Duty paper, it could not have been registered, as there is no land lot involved against which it could be registered. The use of Stamp Duty paper in this instance must have been to give the transaction a veneer of formality.

(81) Deed on Stamp Duty Paper for the Loan of Cash, Secured by Property as Collateral (Tsuen Wan), 1930

立借銀數人陳道章，今因急用，借到大王會內香港通用銀貳拾大員正。言明每月每兩兩分行算利息，每年會期繳清，不得少欠。如有拖欠，愿將家業抵押，特立此據

立借銀數人陳道章 (signature)

民國十九年五月十五日

This deed for the loan of money is issued by Chan To-cheung. At present he has pressing needs, and so he came to the Tai Wong Wui and borrowed twenty dollars, Hong Kong currency. It was agreed verbally that the interest on this loan shall be two candareens per tael per month. The sum due must be paid in full at the due date each year. There can be no shortfall. If there should be a shortfall, then his family property shall be taken by way of foreclosure. This document has been specially issued as evidence.

Borrower of the money, Chan To-cheung (signature)

19th Year of the Republic [1930], 15th Day, 5th Moon.

(From the collection of Dr J. W. Hayes, copy deposited in the Hong Kong Public Records Office)

Note: Tsuen Wan (荃灣) is a valley on the central southern coast of the mainland New Territories. There were a dozen or so villages there. The Tai Wong Wui is a trust set up by the villagers of Tsuen Wan to supply what was needed for the worship of the higher earth-god (*tai wong* 大王). Some land had been purchased for the trust: the income from this would be used primarily to buy what was needed for the worship. Income was maximised by lending the accumulated surplus on the income. It is likely that, whenever the capital in the hands of the trust reached a substantial level above the needs of the trust, that it would have been used for other village needs. The collateral put up is spoken of, vaguely, as “family property”: it may be rice-land or a shop in the small market at Tsuen Wan. The interest quoted is two per cent per month, or twenty-four per cent per year.

(82) Deed on Stamp Duty Paper for the Sale (Foreclosure) of Rice-Land (Lo Wai, Tsuen Wan), 1941

立字人張華盛，因吾兄張容興沾病身故，貸借無門，自行問到房侄煥廷，允肯借出壹佰圓，以作各項費用。致今廷遲有日，未能如意清拆。現將吾兄容興名下物業，新界南約田土署註冊四伯四十七約內地段號數六三、六七，推出與房侄煥廷承管，抑轉換其名，或賣或按，任期自由。倘異日張華盛不得多生枝節借端反悔情弊。恐口無憑，特立字為據

承認推出人張華盛 (signature)

承管該業人張煥廷 (signature)

見証人李榮、黃水 (signatures)

壹仟玖佰四十年十一月十八日

This deed is issued by Cheung Wa-shing. His elder brother, Cheung Yung-hing, fell ill and died. It proved impossible to get credit to meet the costs, and so he went to his nephew from his immediate descent line, Wun-ting, who agreed to lend him \$100, to meet every expense. However, up to the present, Ting has not been able to have the matter cleared up as he wishes. Now the elder brother Yung-hing had property in his own name, that is the plots registered in the Land Registry of the South District, New Territories, as Lots 63 and 67 in Demarcation District 447, and these have now been handed over to the clan cousin Wun-ting to manage. He may change the name under which they are registered, and may sell them or mortgage them, as he pleases. Hereafter, Cheung Wa-shing may not cause complications as a cover for regrets, or any other such ill behaviour. Fearing that a verbal agreement has no force, this written record has been especially issued as evidence.

Vendor, Cheung Wa-shing (signature)

Purchaser, Cheung Wun-ting (signature)

Witnesses, Lei Wing, Wong Shui (signatures)

18th November, 1940

(From the collection of Dr J. W. Hayes, copy deposited in the Hong Kong Public Records Office)

Note: Cheung Wa-shing mortgaged other property to Cheung Wun-ting on 20 May 1941, according to another deed a copy of which is also owned by Dr J. W. Hayes. The present deed presumably represents a foreclosure on the collateral for a loan which Cheung Wa-shing was unable to repay: continuing financial problems must have forced him to mortgage other property the following year.

Japanese Period (1941–1945) Deeds

(Deeds 83–94)

Deeds Relating to the Absolute Sale of Rice-Land

(83) White Deed for the Absolute Sale of Rice-Land (Ngong Wo), 1942

立賣斷禾田契人，昂窩村劉生，今緣家中急用，殊苦無資，遂夫妻及子商議，願將先祖遺下禾田壹處土名芋夾朗，大小六塊，實種壹斗八升正。先招房親人等，皆不允承接。後自行到沙角尾村，請托中人劉甲，引至沙角尾村何氏子曾火生，入首承買。當時三面言明，田價銀叁佰叁拾大員港銀。立契之日，其銀一齊交足與劉生接回家中應用。其田亦即日踏過點明田塢，與何氏子曾火生耕種為永遠 管業。而劉生永不能收贖之期，一賣百斷。此乃大家情願，誠非迫成，但恐後無 憑，故特立實為據

立賣斷禾田契人昂窩村劉生

在場見證人昂窩劉華

代筆人劉樹根

又在場見證人劉甲 <mark><mark>

民國叁拾壹年四月初七日立

This deed for the absolute sale of rice-land is issued by Lau Sang, of Ngong Wo Village. Since his family is in desperate need, dying of privation and without resources, they, husband, wife, and sons, discussed together and agreed (to sell to others) the rice-land they inherited from their ancestors at the place called Wu Loi Long, six pieces of land in all, larger and smaller, measuring 1.8 *tau tsung* exactly. The land was first offered to the members of the immediate descent line, and the rest, but none were willing to take it on. Then he himself went to Sha Kok Mei Village, and asked Lau Kap to act as middleman and to offer it to M. Ho and her son, Tsang Fo-sang, of Sha Kok Mei Village, to take it over by purchase. At

that time, the three parties agreed the price for this rice-land should be \$330, Hong Kong currency. On the day the deed was issued, the money was all handed over into the hands of Lau Sang for him to take home and use. The fields were the same day visited and the boundaries inspected, and they were handed over to M. Ho and her son Tsang Fo-sang, to plough, plant, and manage forever. Lau Sang can never redeem these fields, no matter at whatever date: this is an absolute sale. This is an agreement between everyone concerned, and there has been no pressure applied. Fearing that a verbal agreement has no force, this deed has been issued as evidence.

Lau Sang, of Ngong Wo Village, who issued this deed for the absolute sale of rice-land

Witness at the scene, Lau Wa, of Ngong Wo

Writer of the deed, Lau Shue-kan

Also a witness at the scene, Lau Kap <mark> <mark>

Issued in the 31st Year of the Republic [1942], 7th Day, 4th Moon

(From the collection of Dr J. W. Hayes, copy deposited in the Public Records Office as HKMS 99 1/2)

Note: See Chapter 9. Ngong Wo is a small village about half-a-mile east of Wo Liu (see Map 4). The wife of the vendor was involved in the family council, presumably as the potential trustee for an infant son. The purchaser must also have been a minor at the date of the transaction, with his mother, M. Ho, as his trustee. The market price quoted is \$183.30 per *tau tsung*.

**(84) White Deed for the Absolute Sale of Hill-paddy (near Sai Kung Market),
1942**

立賣峯數人劉國永，今因家中無銀應用，自己願將先父遺下峯一塊，土名蘆場，意識[?]出賣。請中人問到本街劉義妻，徐月娣出受承買。就日三面言定，港紙壹佰叁拾伍圓正。即日經中銀契兩交明白。其銀係劉國永親手接用，並無債貨準折等情。此係兩家允意，並無迫勒。亦[?]其峯自賣以後，交予劉義妻徐月娣永遠管業開耕。以後劉國永無權爭取，一賣千秋，永無收贖。恐口無憑，立此賣離峯業為據

代筆人王火勝

出賣峯業人劉國永

中人劉國榮

承賣峯業人劉義

徐月

華民國卅一年八月十八日

This deed for the sale of hill-paddy is issued by Lau Kwok-wing. Since he is out of money to spend in his household, he decided to sell the hill-paddy he had inherited from his deceased father at the place called Kot Cheung. He asked a middleman to offer it to M. Tsui Yuet-mui, wife of Lau Yi of this market, to purchase it and take it on. The same day the three parties agreed verbally on 135 Hong Kong dollars. The same day the purchase price and the deed were both handed over by the middleman, clearly and openly. The money is in Lau Kwok-wing's hands for him to use, and there has been no fraud or anything of the sort. The two families have agreed, and there was no pressure applied. Furthermore, after the sale of this hill-paddy, it is for M. Tsui Yuet-mui, wife of Lau Yi, to manage it and open it for ploughing, for ever. Hereafter, Lau Kwok-wing has no power of control: this is an absolute sale and there can be no redemption. Fearing that a verbal agreement has no force, this deed for the sale of hill-paddy is issued as proof.

Writer of the deed, Wong Fo-shing

Seller of the hill-paddy, Lau Kwok-wing

Middleman, Lau Kwok-wing

Purchaser of the hill-paddy, Lau Yi, Tsui Yuet

31st Year of the Republic of China, 18th Day, 8th Moon [1942]

(From the collection of Dr J. W. Hayes, copy deposited in the Public Records Office as HKMS 99 1/3)

Note: Sai Kung Market lies in the centre of the east coast of Hong Kong, and was the fishing port and market town for that area. See Chapter 9 and Deed 95.

(85) White Deed for the Absolute Sale of Rice-Land (Hoi Ha), 1943

立退斷禾田字人翁玉茂、子辛喜、亞義、灶養，今因口給不敷，愿將祖父遺下禾田一處，坐落土名下洋大埔隔坑，大小三塊，種子六升，第290約，號數709，713，717。每年該納糧銀二毛七正。請得中人翁九章，送與房親人翁仕朝父子出首 承接。當面言明，時值斷田價銀肆拾伍員足。此銀即日交足與玉茂父子親手接回家中應口給之需。其田是日點明，交與仕朝父子耕種管業。此田一賣千秋，永無反齒收贖。此乃两家允意。恐口無憑，立字為據

作中人翁九章 (signature) <mark>

民國三十二年正月廿五日，立退斷田字人翁玉茂、子辛喜、亞義灶養全立
<mark>

(King George V revenue stamp, ten cents)

(Marginal note:)

第290約禾田，號數709，713，717，糧銀一毛六，九仙，二仙，共糧二毛七

This deed for the absolute sale of rice-land is issued by Yung Yuk-mau and his sons San-hei, Ah-yi, and Tso-yeung. Since the family does not have enough for subsistence, they decided (to sell) the rice-land they inherited from their grandfather, comprising three plots, larger and smaller, at the place called Kak Hang, at Tai Po, at Ha Yeung. This land measures 0.6 *tau tsung*. It consists of lots 709, 713, and 717 in Demarcation District 290, and should pay twenty-seven cents Crown Rent each year. They then asked Yung Kau-cheung as middleman to pass it over to Yung Sze-chiu, a close relative from the same branch, for him to take it on. The parties agreed verbally that the market price should be forty-five dollars exactly. This money was paid over in full on the same day into the hands of Yuk-mau, father and sons, to be taken home and used to meet his subsistence needs. The fields were inspected the same day, and then handed over to Sze-chiu, father and sons, to plough and manage. This is an absolute sale, there can be no regrets or grinding of teeth, and there can be no redemption. The two families have agreed. Fearing that a verbal agreement has no force, this written document was drawn up as proof.

Middleman, Yung Kau-cheung (signature) <mark>

32nd Year of the Republic [1943], 1st Moon, 25th Day. This deed for the absolute sale of rice-land was issued by Yung Yuk-mau and his sons San-hei, Ah-yi, and Tso-yeung<mark>

(King George V revenue stamp, ten cents)

(Marginal note:)

Demarcation District 290, Lots 709, 713, 717, paying Crown Rent of 16¢, 9¢, 2¢, totalling 27¢

(LCSD, Central Library, MS229)

Note: See Chapter 9. This deed was written as a white deed, but with the usual Hong Kong ten-cent stamp used to meet Stamp Duty stuck on (a stamp of King George V). Yung Sze-chiu was Yung Yuk-mau's blood uncle. The market price quoted is seventy-five dollars per *tau tsung*.

(86) White Deed for the Absolute Sale of Rice-Land (Tsuen Wan), 1943

立斷賣田契人曾憲昌，願將其自置之田，在荃灣土名海涌壩，第四佰四拾九約，第壹仟捌佰貳拾四號壹仟捌佰貳拾七號及壹仟捌佰壹拾叁號之田，永遠斷賣與鄧福。承受訂實軍票壹仟陸佰員正。現在荃灣區役所立契，異日持此向主管機關正式登記。
此據。

(Japanese 5 Yen Stamp, with signature of vendor [曾憲昌])

立斷賣田契曾憲昌 (signature)

見証人何榮責 (signature)

右契交鄧福存執

昭和拾捌年五月初二日

This deed for the absolute sale of rice-land is issued by Tsang Hin-cheung. He has decided to make a perpetual and absolute sale to Tang Fuk of the fields which are his property at the place called Hoi Chung Pa, in Tsuen Wan, that is, Lots 1824, 1827, and 1813 in Demarcation District 449. It was settled that 1,600 Military Yen was for this transaction. This deed has now been issued at the Tsuen Wan Kui Yik Soh, and it will be formally registered hereafter by the officials in charge.
This is for evidence.

(Japanese five-yen stamp, with signature of vendor [Tsang Hin-cheung])

This is issued for the absolute sale of rice-land by Tsang Hin-cheung (signature)

Witness: Ho Wing-chak (signature)

The deed to the right is passed to Tang Fuk for him to keep as evidence

18th Year of Showa [1943], 2nd May

(From the collection of Dr J. W. Hayes, copy deposited in the Hong Kong Public Records Office)

Note: See Chapter 9. Dr James Hayes (personal communication) has said that he has seen a small number of other deeds stamped at the Kui Yik Soh in Sai Kung and Tai O, but that a higher percentage of the deeds he has seen issued under the Japanese in Sai Kung, Tai O and Tsuen Wan were not stamped at the Kui Yik Soh. The wording of this deed differs significantly from most New Territories traditional land deeds. To what degree this is a reflection of the fact that it was to be stamped at the Kui Yik Soh is unclear. In 1944, the Japanese, in addition to the stamp duty of five Military Yen, also introduced a five per cent *ad valorem* tax on all land transactions handed in for stamping, which doubtless reduced sharply the number of deeds submitted to the Kui Yik Soh in the New Territories.

(87) White Deed for the Absolute Sale of Rice-Land (Lok Ma Chau), 1943

立賣田契人，勒馬洲村業主張廷玢祖子孫張兆祥、張壽添、張閏紹等，緣有祖遺禾田壹畝，實種叁斗五升，大小五坵，坐落土名馬草壠前。舊政府屬在96約，第1093，1106，1109，等號數，共糧銀\$1.75，因為耕種遠涉，棄遠就近，各兄弟叔侄酌議，愿將此田出賣與人。即托本房中人張九京，介紹赤尾村林火添，允意承受。當中眾面言明，時值賣價軍票銀壹百九拾六五拾錢。此銀即日當中交與張兆祥、張壽添、張閏紹等，眾面親見收足。其田亦即日憑中人點名坵數，交出與林火添耕種管業。至於貼印花稅及每年糧務，一切悉歸林火添自理。今欲有憑，立此賣田契為據

<mark><mark><mark>

作中人張九京 (signature)

代筆人張枝容 (seal)

本村村長張壽添 (seal)

張廷玢祖子孫，兆祥 (signature), 英紹 (signature), 燦明 (signature), 壽添 (signature, seal), 等仝的筆

昭和十七年十二月十四日

This deed for the sale of rice-land is issued by Cheung Shiu-cheung, Cheung Shau-tim, Cheung Yun-shiu etc., descendants of the Cheung Ting-fan ancestor of Lok Ma Chau Village, who is the landlord in this transaction. They have inherited from their ancestors a piece of land measuring 3.5 *tau tsung*, comprising five fields, larger and smaller, which is situated at the place called Ma Tso Lung Tsin. According to the old government, it comprised Lots 1093, 1106, 1109, and 1119 in Demarcation District 96, and paid in total \$1.75 Crown Rent. Since the land is too far away to till, they wish to abandon it in favour of other land closer at hand, and so they all, brothers, uncles, and nephews, discussed the matter and agreed to sell the land to others. They then entrusted Cheung Kau-king, a cousin from this branch of the clan, as middleman to introduce the land to Lam Fo-tim, of Chek Mei, who agreed to take it over. The true market price was clarified verbally before the community and the middleman to be \$196 Military Yen currency and fifty *chin*. On that day, the money was handed over in the presence of the middleman into the hands of Cheung Shiu-cheung, Cheung Shau-tim, and Cheung Yun-shiu, before the community, who saw it received in full with their own eyes. On the same day, the land was inspected with the middleman, to check the boundaries of the fields, and handed over to Lam Fo-tim to till and manage. As for Stamp Duty and Crown Rent, that

will be a matter for Lam Fo-tim himself to deal with. Now, wishing to have proof, this deed for the sale of rice-land is issued as evidence <mark> <mark> <mark>.

Middleman, Cheung Kau-king (signature)

Writer of the deed, Cheung Tze-yung (seal)

Village Headman of this village, Cheung Shau-tim (seal)

Descendants of the Ancestor Cheung Ting-tsun, Shiu-cheung (signature), Ying-shiu (signature), Chan-ming (signature), Shau-tim (signature, seal), etc., all signed with their own hand.

17th Year of Showa [1942], 14th December

(Deed held by the Land Registry)

Note: Lok Ma Chau is a village on the banks of the Sham Chun River, on the northern border of Hong Kong. It is dominated by the Cheung clan. In this transaction land belonging to a small family trust is being sold. The vendors are probably all the members of this trust (the ancestor Cheung Ting-tsun was probably their grandfather) and so the consent of the members is implied. The market price quoted is \$54.30 Military Yen per *tau tsung*, which seems rather low. The sum of fifty *chin* (which usually means “candareen”) must here mean fifty cents.

(88) White Deed for the Absolute Sale of Rice-Land (Tai Wan), 1943

立賣斷峯地及荒地人，大環村何灶福，今因米糧缺乏，生借無門，後乃問及宗侄何平子母，答允救濟。乃將先祖遺下峯地一坵，坐落土名見光峯，及頸仔荒地一幅，賣斷與何平母子承接。當日言明，值時價叁拾大員正。即日二家交妥手續款項，亦交何灶福親手接收，毫無短少。該峯地亦即點交何平管理。自後，一賣千秋，永無取贖。但該峯執照號數尚未割名，須待政府佈告，地主割名時再行割名過號。屆時何灶福等不得藉端推諉反悔生端等情。恐口無憑，特立此斷峯契紙交執為據。

立賣茂湖田一塊仔十元

賣以何平收田 (in handwriting of purchaser)

[]借銀拾元正 (in different handwriting)

何灯喜的筆 (in handwriting of Ho Tang-hei)

代書人西貢區役所李玉生 (signature), 何國良 (signature)

民國三十二年十月十四，農曆十一月十四立賣峯地人何灶福 (in handwriting of vendor)

This deed for the absolute sale of hill-paddy and waste land is issued by Ho Tso-fuk, of Tai Wan Village. Since at the present he is lacking food and cannot borrow money from anyone, he begged assistance from his clan nephew Ho Ping, mother and son, and they agreed to succour him. At that time, he had a piece of hill-paddy inherited from his ancestors at the place called Kin Kwong Tse, and a piece of waste ground at the place called Lung Keng Tsai, and these he sold absolutely to Ho Ping, mother and son, for them to take over. On that day, they agreed verbally that the appropriate market price was thirty dollars exactly. That same day the two parties completed all the formalities for the sale, and the sum was placed in full into the hands of Ho Tso-fuk without any shortfall. The fields were inspected and handed over to Ho Ping to manage. Hereafter, since this is an absolute sale, there can never be any redemption. However, the numbers on the *chap chiu* for these pieces of hill-paddy cannot yet have the landowners' names transferred, and it is necessary to wait until the government announces that the landowner may change the name. At that time, the name will be changed. At that time, Ho Tso-fuk and others may not raise pretences, or excuses, regret the transaction, cause trouble, or anything of the sort. Fearing that a verbal agreement has no force, this written deed for the absolute sale of hill-paddy was issued and handed over as a record.

This deed also covers the sale of a small field at Mau Wu Tin, for ten dollars. The field was received by Ho Ping, but as the collateral for a loan of ten dollars exactly.

Written by Ho Tang-hei (in handwriting of Ho Tang-hei)

Witnessed by Lei Yuk-sang (signature) and Ho Kwok-leung (signature) of the Sai Kung Kui Yik Soh

32nd Year of the Republic [1943], 14th December, that is, 11th Moon, 14th Day, in the Lunar Calendar. This deed for the absolute sale of hill-paddy was issued by Ho Tso-fuk (in handwriting of vendor)

(From the collection of Dr J. W. Hayes, copy deposited in the Public Records Office as HKMS 99 1/5)

Note: Tai Wan is a village on the coast just north of Sai Kung Market. See Map 4. This deed was witnessed by villagers working in the Japanese local administrative office (*Kui Yik Soh*).

(89) White Deed for the Absolute Sale of Rice-Land (Shek Pik), 1943

立賣斷契人，二澳龔晃，原有禾田荒地，共種式石三斗三升，又先祖集善堂禾田荒地，共種壹石二斗二升，又六秀堂禾田旱地，共種六斗正，柱[sic]

合共實種四石一斗五升，坐落土名石壁村進行，出賣與人。先招親屬，無人承買。後托中人池樹全，問到郭禮拜承買。二面訂明，時值價銀貳千壹百大元。憑中交龔晃親手收到現銀貳千壹百大員。立斷契之日起，買主騎田過耕，永遠管業。此係二家情愿。恐無憑照，立田土丈量地段號數部一本，交與郭禮拜手執為據是實。

中人 (blank)

昭和十八年

民國三十二年賣田人龔晃的筆

This deed of absolute sale is issued by Kung Fong of Yi O. He has all along had some rice-land and waste ground, measuring 23.3 *tau tsung*, and also rice-land belonging to the Tsap Shin Tong ancestor, measuring 12.2 *tau tsung*, and also rice-land and dry-cultivation belonging to the Luk Sau Tong, measuring 6 *tau tsung*, altogether measuring 41.5 *tau tsung*. It all lies at the place called Shek Pik Village, near the entrance. It is for sale to others. It was first offered to his own relatives, but none would take it on. He then entrusted Chi Shue-chuen as middleman to ask Kwok Lai-pai to take it on by purchase. The two parties agreed that the market price should be \$2,100. \$2,100 of the current currency was passed through the middleman into the hands of Kung Fong. There was no shortfall. From the date of issue of this deed, it is for the purchaser to take possession of the fields, plough them, and to manage them for ever. The two families have agreed. Fearing that there is no proof, the booklet containing the details of the land survey lot numbers* has been handed over to Kwok Lai-pai as evidence. This is a true deed.

Middleman (blank)

18th Year of Showa; 32nd Year of the Republic [1943]. Vendor of the fields, Kung Fong, in his handwriting;

*This “booklet” is the “important and very interesting property and rent book drawn up in 1920, of which a photostat copy is now in the Permanent Collection of the Art Museum of the Chinese University of Hong Kong, reference 07” (personal comment, Dr J. W. Hayes).

(From the collection of Dr J. W. Hayes, copy deposited in the Public Records Office as HKMS 99 1/42)

Note: The market price quoted is \$50.60 per *tau tsung*. The exact background to this sale is unclear: Kung Fong was selling not only his own land, but the land of two ancestral trusts of which he was, presumably, the trustee. The deed does not mention the consent of the members of these two trusts.

(90) White Deed for the Absolute Sale of Rice-Land (Tsing Yi) 1945

立買斷數人佰公會田司理人陳福明，土名大圍有田一處，連兩塊，對面石井一塊、秧腳連四塊、湖洋一塊，共一斗叁種。會仔商議，自行問到陳禎明。合意，言明價銀貳仟伍佰圓。此銀交與會仔親手收妥均分。此田陳禎明永遠管業，不得生端反悔。恐口無憑，故立此紙為據也。

簽數人蓋章

昭和二十年一月十八日

民國三十四年十二月初五日

This deed of absolute sale is issued by the trustee of the fields of the Pak Kung Wui, Chan Fuk-ming. There are fields comprising two plots lying together at Tai Wai, with one plot at the stone well opposite, four plots lying together at Yeung Keuk, and one plot at Wu Yeung, totalling 1.3 *tau tsung* in area. The members of the wui discussed the matter and agreed to ask Chan Ching-ming, who agreed. It was agreed verbally that the price should be 2,500 Yen. This money was all handed over to the members' hands to be divided equally between them. The fields are for Chan Ching-ming to manage for ever. There can be no trouble-making or regrets. Fearing that a verbal agreement has no force, it was decided to issue this paper as evidence.

Seal affixed by the vendor

20th Year of Showa [1945], 16th January,

34th Year of the Republic, 12th Moon, 5th Day

(From the collection of Dr J. W. Hayes, copy deposited in the Hong Kong Public Records Office)

Note: The date in the deed was first given as the 34th Year of the Republic, 2nd Moon, 5th Day, and then altered to 12th Moon. The correct date is January 1945. The Pak Kung Wui is a communal trust by which the villagers of a certain village, or section of a village, hold property communally, the rent from which would meet the villagers' expenses in the worship of their earth-gods (Pak Kung). In most villages, these expenses were met by donations, and only in a relatively few places had money been found to buy land to meet these costs. Here, the villagers of Tsing Yi, in the hardships of the Japanese period, are either selling off all the property of this trust, or else a good deal of it, distributing the proceeds to all the villager families who were members of the trust. Presumably, the Tsing Yi villagers felt that they could, for the future, find these expenses by donation, like so many other places.

Other Deeds

(91) White Deed for the Absolute Sale of a Shop-site (Tsing Yi), 1942

立賣斷屋地人，陳世宏、世良，茲因家中無銀應用，兄弟兩人商議，愿將永利祖分落鋪位一間，即係在永利鋪一連相隔第二間空地，前至海邊，後至山邊為界。兄弟二人問到本圍禎明叔，愿意價銀壹佰大元正。自銀由禎明叔交與世宏、世良，親手接回家用。於後該地由禎明永遠管業。恐口無憑，不得生端反悔，立紙為據。可也

收銀簽字人陳世宏、世良的筆 (signatures)

見証人熙明 (signature)

昭和十七年三月二日

民國三十一年元月十六日

This deed for the absolute sale of a house-site is issued by Chan Sai-wang and Chan Sai-leung. Since they are out of money in their household to spend, the brothers discussed the matter and decided to sell the shop-site they inherited from the Wing Lei Ancestor by division, that is, the second shop in the Wing Lei row of shops, a vacant site. It extends to the sea in front and to the mountain behind. The two brothers asked their clan uncle of this village, Ching-ming, and he agreed to take it on. The price was 150 dollars exactly. This money was paid by Ching-ming into the hands of Sai-wang and Sai-leung for them to take away and use. Hereafter, this land will be managed forever by Ching-ming. Fearing that a verbal agreement has no force, there can be no trouble-making or regrets, this deed is issued as evidence. Complete.

This deed was signed in their own hand by Chan Sai-wang and Chan Sai-leung when they received the money (signatures)

Witness: Hei-ming (signature)

17th Year of Showa [1942], 2nd March. 31st Year of the Republic, 1st Moon, 16th Day

(From the collection of Dr J. W. Hayes, copy deposited in the Hong Kong Public Records Office)

Note: The price is paid in dollars, probably here silver dollars rather than Military Yen.

(92) White Deed for the Absolute Sale of a House (Tsing Yi), 1942

立斷屋數人陳祿明。今因家中應用不敷，父子酌議願將先父遺下屋一間，九十六號，十三坑，連地底，願賣斷與堂弟禎明。二面言明，價值銀六百五十大圓正。此銀交與祿明親手接回家中應用。此屋禎明永遠業。異日不得生端反悔。恐後無憑，特立此紙為據，付執存照。

簽數人陳祿 <明>

昭和十七年五月十五日

This deed for the absolute sale of a house is issued by Chan Luk-ming. Since there is not enough to spend in their household, they, father and son, discussed and agreed to sell the house they inherited from his father, which is thirteen rows (of tiles) wide, including the land on which it stands, that is, number 96, to their clan brother Ching-ming. The two parties agreed that the price should be 650 dollars exactly. This money was paid into Luk-ming's hands for him to take home and use. The house is Ching-ming's property for ever. Hereafter there can be no trouble-making or regrets. Fearing that hereafter there would be no proof, they have specially prepared this writing as proof, that it might be preserved as evidence.

Deed signed by Chan Luk-ming <Clear>

17th Year of Showa [1942], 15th May

(From the collection of Dr J. W. Hayes, copy deposited in the Hong Kong Public Records Office)

Note: The price is given in dollars, probably here implying silver dollars.

(93) White Deed for the Absolute Sale of a Rice-Storage Hut and Drying-Ground (Shek Pik), 1943

立賣斷禾寮地塘契人羅亞琮，先夫遺下禾寮一間，門牌64號，地塘一個，出賣與人。先招親屬，無人承買。後托中人，問到徐滿喜承買。二面訂明，時值價銀伍拾大員正。憑中交與羅亞琮親手收到銀伍拾大元，接回應用。立斷契之日起，得與禾寮地塘一概歸與承買人徐滿喜永遠管業。此係二家情愿。恐口無憑，立契是實，並與手[sic]馮瑤贊，賣與馮德有，斷數一紙，交執為據。

証人馮根福的筆 (signature)

賣主人羅亞琮 (signature)

民國三十三年二月叁[?]日

This deed for the absolute sale of a rice-storage hut and a drying-ground is issued by Law Ah-king. She has a rice-storage hut which she inherited from her late husband. It is house no. 64. There is also a drying-ground. These are now offered for sale to others. They were first offered to the close relatives, but none could buy them. They then entrusted a middleman to offer them for sale to Tsui Mun-hei. The two parties agreed that the market price should be fifty dollars exactly. Fifty dollars was passed through the middleman into the hands of Law Ah-king, later to be taken away and used. On the day that the deed for the absolute sale was issued, the rice-storage hut and the drying-ground were passed to the purchaser, Tsui Mun-hei, for him to manage forever. This is an agreement between the two families. Fearing that a verbal agreement has no force, this true deed is passed over as proof, together with the deed by which Fung Yiu-tsan sold the property to Fung Tak-yau.

The signature of the witness, Fung Kan-fuk (signature)

The vendor, Law Ah-king (signature)

32nd Year of the Republic [1943], 2nd Moon, 3rd [?] Day

(From the collection of Dr J. W. Hayes, copy deposited in the Public Records Office as HKMS 99 1/54)

Note: Law Ah-king was the widow of Fung Tak-yau. See also Deed 107, where she is named “Fung Lo-king”.

(94) Absolute Sale of Half a Grass Hut (Tsing Yi), 1944

立斷賣草屋數人陳世永，今因少銀應用，即將先祖遺下有草屋半間出賣與人。宗叔禎明父子允意，兩面言明價銀一百伍拾大元正。此銀一足交與世永，親手收回應用，並無少欠。自斷以後，任由禎明永遠管理，世永子孫不得反說生端，實銀實數。恐口無憑，持[sic]立此紙為証。

立賣主陳世永 <> (signature)

見証人陳世連 (signature)

民國甲申年九月拾五日 [1944]

This deed of absolute sale of a grass hut is issued by Chan Sai-wing. Since he is short of money to spend, he decided to sell to someone else that half of a grass hut he inherited from his ancestors. Ching-ming, father and son, his clan uncle, agreed. The two parties agreed verbally that the price should be 100 dollars. This money was paid over to Sai-wing in full for him to take away and use, there was no short-fall. After this absolute sale, it is for Ching-ming to manage it for ever, Sai-wing, and his sons and grandsons, may not argue or cause trouble about it. This is a true deed, and the sum stated is true. Fearing that a verbal agreement has no force, this paper is issued as proof.

Vendor: Chan Sai-wing <> (signature)

Witness: Chan Sai-lin (signature)>

Kap Yan Year of the Republic [1944], 9th Moon, 15th Day.

(From the collection of Dr J. W. Hayes, copy deposited in the Hong Kong Public Records Office)

Note: The sum is given in "dollars", probably here implying silver dollars rather than Japanese military Yen.

Post-War (1945–1975) Deeds

(Deeds 95–100)

Deeds Relating to the Absolute Sale of Rice-Land

(95) White Deed for the Absolute Sale of Hill-Paddy (near Sai Kung Market), 1947

立賣斷輦地數人徐月。今因乏銀應用，願將輦地壹塊，坐落土名薐場，原日係由劉國永手買收，今欲轉賣與人。先招房親人等，各不能承。後請中人劉為邦，問到劉王氏出受承買。當眾三面言定，依時值價銀港紙壹百叁拾五元正。就日臨輦踏看。即將此輦交與劉王氏耕種，永遠管業。異日徐月不得收贖。此銀亦即日經中交與徐月親手接訖，並無短少。乃係两家允意。恐口無憑，立回賣斷輦地一紙，存執為據

中人、代筆劉為邦 <公心>

華民國三十六年一月伍日立賣斷輦地數人徐月 <mark>

This deed for the absolute sale of hill-paddy land is issued by Tsui Yuet. Since she is lacking money to spend, she is now willing to sell to someone that single piece of hill-paddy land which she previously bought from Lau Kwok-wing at the place called Kot Cheung. The land was first offered to the members of the immediate descent line, and the rest, but none could take it on. Afterwards she asked Lau Wai-pong as middleman to ask M. Lau Wong to see if she would be willing to take it on by purchase. The three parties, before the community, verbally settled that the true market price was 135 Hong Kong dollars. That same day, the hill-paddy was visited and inspected. The same day, the land was handed over to M. Lau Wong to plough and plant and to manage for ever. Hereafter, Tsui Yuet may not redeem the land. The money was handed over the same day through the middleman into Tsui

Yuet's hands: there was no shortfall. The two families have agreed. Fearing that a verbal agreement has no force, this written document about the absolute sale of hill-paddy has been issued as evidence.

Middleman, and writer of the deed, Lau Wai-pong <Conscionable>

36th Year of the Republic of China [1947], 1st Moon, 5th Day. This deed for the absolute sale of hill-paddy was issued by Tsui Yuet <mark>

(From the collection of Dr J. W. Hayes, copy deposited in the Public Records Office as HKMS 99 1/9)

Note: See Deed 84 and Chapter 6. The date of the transaction strongly suggests this was an unusual transaction: the deed was issued on the fifth day of the Chinese New Year, when the normal practice was that no sales or purchases of land could be finalised until the fifteenth day.

(96) Deed on Stamp Duty Paper for the Absolute Sale of Rice-Land (Shek Pik), 1956

立斷賣田契人，大嶼山水口村陳祺生。今將香港新界大嶼山第380約：第334、779、1055、1041、1080、1082、1253、1258、1706、1715、1722、1733、1776、1788號田地，賣與大嶼山石碧村村長徐滿喜上述各號田地。原係徐清生物業，由徐清生賣與陳滿；陳滿身故後，遺下給其子陳祺生承繼。現陳祺生憑中人水口村長馮有昇，介紹賣與徐清生親屬人徐滿喜。訂明價銀港幣柒拾伍圓正。經於西曆一九五六年二月二十三日（即農曆丙申年正月十二日）正式交易，由立契之日起，上述各號田地歸徐滿喜永遠管業。恐口無憑，特立斷賣田契為據。

賣主陳祺生的筆 (signature)

買主徐滿喜 (signature)

中人馮有昇 (signature)

一九五六年二月二十三日立

(Revenue stamp, cancelled)

This deed for the absolute sale of rice-land is issued by Chan Kei-sang, of Shui Hau Village, Lantau Island. Lots 334, 779, 1041, 1055, 1080, 1082, 1253, 1258, 1706, 1715, 1722, 1733, 1776, and 1788 in Demarcation District 380 are on Lantau Island, Hong Kong, New Territories. These lots have all been sold to Tsui Mun-hei, the Village Headman of Shek Pik Village. They were all originally the property of Tsui Ching-sang. They were sold by Tsui Ching-sang to Chan Mun. Chan Mun

has since passed away, and Chan Kei-sang, his son, inherited all his property. Now Chan Kei-sang entrusted the Shui Hau Village Headman, Fung Yau-shing, as middleman, to introduce them to Tsui Mun-hei, the relative of Tsui Ching-sang for purchase. The price was agreed as seventy-five dollars, Hong Kong currency. On 23rd February 1956 by the Western Calendar (12th Day, 1st Moon, Ping San year by the lunar calendar), these lots were formally handed over by the vendor. From the date of this deed, they are Tsui Mun-hei's to manage for ever. Fearing that a verbal agreement has no force, this deed for the absolute sale of rice-land has been issued as evidence.

Vendor, Chan Kei-sang (signature)

Purchaser, Tsui Mun-hei (signature)

Middleman, Fung Yau-shing (signature)

Issued, 1956, 23rd February

(From the collection of Dr J. W. Hayes, copy deposited in the Public Records Office as HKMS 99 1/61)

Note: In 1956, Shek Pik Village was to be cleared for the construction of the Shek Pik Reservoir. The need to get the landholdings properly registered, to ensure that the compensation for the land went to the right people, forced some transactions which had not been properly registered to be registered in a hurry. In this case, Tsui Ching-sang sold these fourteen lots to Chan Mun; this sale, which would have taken place before the coming of the Japanese in 1941, was registered at the Land Registry. At some later date, it would seem that Tsui Mun-hei, as the heir of Tsui Ching-sang, redeemed the sale, but without registering the transaction, and, it would seem, without any deed being issued (this redemption probably took place under the Japanese, when the Land Registry was not functioning). Now, with the land about to be resumed by the government, the fact that Chan Mun was still the registered owner would cause complications. Hence this deed, which removed the Chan clan from the scene for a relatively small sum.

(97) White Deed for the Sale of Agricultural Land (Tsuen Wan), 1975

立讓耕地字人李宋，今情願將自己開墾耕地壹大塊，坐落荃灣三疊潭玄圓學院后便，父子酌議情願讓給楊廷耕植。雙方言明，由承讓人楊廷補回開墾工資及青苗，港幣陸仟圓與李宋，即日銀字兩相交訖。自讓以后，該耕地永遠歸楊廷管業，永無反悔。此係雙方情願，并無迫勒情事。欲後有憑，特立出讓耕地字壹紙，付執為據。

出讓人李宋 (signature)

一九七五年三月七日立

This deed for the handing over of agricultural land is issued by Lei Sung. He has discussed the agricultural land which he himself opened from the waste at Sam Tip Tam in Tsuen Wan (just behind the Yuen Yuen Institute) forming one large plot, and they, father and son, decided to hand this land over to Yeung Ting. The two parties agreed verbally that, following the handing over, Yeung Ting should reimburse Lei Sung the costs of opening the land from the waste, and the costs of the seedlings planted there, by paying the sum of 6,000 Hong Kong dollars. On the same day, the money and the deed were both handed over without fraud. After the handing over, this agricultural land shall be the property of Yeung Ting for ever. There can be no regrets. The two parties have agreed, and there has been no pressure. Wishing for proof, this writing for the handing over of agricultural land is issued as evidence.

The one handing over: Lei Sung <signature>

Issued on the 7th March 1975

(From the collection of Dr J. W. Hayes, copy deposited in the Hong Kong Public Records Office)

Note: This deed is a deed of sale, but purports to be a “handing over”, and the sale price is spoken of as merely reimbursement for the costs of forming the land (this is a patch of land formed from a hillside above Tsuen Wan), presumably because the transaction was strictly illegal, as the land involved was illegally opened from Crown Land.

* * * * *

Other Deeds

(98) White Deed for the Mortgage (Redeemable Sale) of Rice-Land (Tung Chung Area), 1954

立寫典田契人陳木伙，今有繼父遺下產業，座在香港新界東涌小土名東涌坑綠茅坪，禾田一所，共載種仔拾斗正。今因無銀應用，夫妻商議，愿將此田出典與人。先招房親鄰人等，各俱不承受。次中人樊富英，問到李財生，入手承典。即日同中臨田踏看坵塍分明。此園界杵木一律列入該管。當中三面議定，價銀本港通用銀毫四百叁拾大元正。其銀係陳木伙親接足，不欠分毫。言明此田係公元壹九伍四年起，耕至壹玖六〇年冬止。言明銀不計利，田不計租。此係兩相情愿，並無迫勒。到時期滿，銀到田回，不得異言興端。官有正條，民有私約，恐口無憑，立寫典田約一紙，交與承典主李財生收執存據

典田人陳木伙 (signature)

中證人樊富英 (signature)

公元壹九五四年拾貳月十五日立

This deed for the mortgage of rice-land is issued by Chan Muk-fo. He has property inherited by him from his adoptive father at the place called Luk Mau Ping, at Tung Chung Hang, in Tung Chung, New Territories, Hong Kong, consisting of a single piece of rice-land, measuring 0.6 *tau tsung* exactly. Since he is out of money to spend, he discussed the matter with his wife, and agreed to mortgage this land to others. First, it was offered to those of his immediate descent line, neighbours, and the rest, but none could take it on. Then Fan Fu-ying, as middleman, asked Lei Tsoi-sang if he would take it on by mortgage. The same day, with the middleman, the fields were visited and the boundaries inspected until everything was clear. All the trees within the boundaries are included. With the middleman, the three parties agreed that the price should be \$430 Hong Kong currency. This money was all put into Chan Muk-fo's hands. There was no shortfall, not even one cent. It was agreed verbally that these fields shall be ploughed [by Lei Tsoi-sang] from 1954 until the winter of 1960. It was agreed verbally that no rent shall be charged for the land, and no interest on the money. This is an agreement of the two parties, and there has been no pressure applied. When the term is complete, if the money is repaid, then the land will be returned, and there shall be no recriminations or obstruction. Officials have laws, but the common people have agreements. Fearing that a verbal agreement has no force, this written deed for the mortgage of rice-land has been issued and handed to Lei Tsoi-sang as a permanent record and evidence.

Chan Muk-fo, the mortgagor (signature)

Middleman, Fan Fu-ying (signature)

Issued on 15th of December, 1954

(From the collection of Dr J. W. Hayes, copy deposited in the Public Records Office as HKMS 99 1/60)

Note: This deed was not registered in the Land Registry as an encumbrance. The deed does not say explicitly, but it should probably be read as implying that if, in the winter of 1960, the land was not redeemed, then the land would be treated as having become the permanent property of Lei Tsoi-sang. At the least, the deed specifies a longer-than-usual period during which the sale cannot be redeemed, that is, six instead of three years. In the deed, the name of the vendor in the first line was entered in his own handwriting. The market price quoted is \$716.70 per *tau tsung*.

(99) White Deed for the Absolute Sale of a Squatter Hut (Tai Hom), 1964

立斷賣石屋梗房上蓋契約人李志嫻，人自[sic]願將自置座落於九龍大勘村大觀園，門牌拾壹號A，石屋內之入門左邊第壹間（即坐位右邊第壹間），連全房內閣仔，今賣與謝福明、朱錫鍵，二位先生承受。雙方言明，該房屋價銀港幣伍仟元正。屋內廁所、水井，以及門口空地，屋內各家共用。拾壹號A之電力，由屋內總錶供電，買主自裝分錶，按度繳費。拾壹號A石屋之差餉、物業稅，買主應負擔繳交佰份之式拾叁計算。該屋在成交前，如有華洋轆轤、銀錢債務，概由賣主負責清理，與買方無涉。成交之後，即歸買主永遠管業，不得反悔。恐口無憑，將立契約乙紙交與買主朱錫鍵、謝福明二位先生，收執為據。 <mark>

賣主李志嫻

介紹人曾頌

見証大勘村街坊福利會 (seal)

壹玖陸肆年六月拾日成交立

This deed for the absolute sale of a room without a window in a stone house, with the roof, is issued by Lei Tsz-han. She has decided to sell her property lying at Tai Kwun Yuen, Tai Hom, Kowloon to Tse Fuk-ming and Chu Sek-kin, those two gentlemen, to take it over. The property is no. 10A, and consists of the room inside the stone house there, on the first left-hand side of the entrance (on the right hand side of the entrance as seen from the property) together with the cockloft inside the room. The two parties agreed verbally that the price for no. 10A would be exactly \$5,000, Hong Kong currency. The latrine within the house, the well of water, and the open space beside the entrance are used in common by all the families in the house. The electricity for no. 10A is supplied from the general meter: the purchaser may install a separate meter to record usage and pay accordingly. The purchaser must bear twenty-three per cent of the expenses as assessed for rates for no. 10A, and property tax. Should anyone, whether Chinese or Westerner, before the premises are handed over, cause fraudulent and disorderly trouble over the money, these will all be cleared up by the vendor: it will not involve the purchaser. After the premises are handed over, they will be managed by the purchaser. There can be no regrets. Fearing that a verbal agreement has no force, a written deed has been prepared and handed over to the purchasers, Chu Sek-kin and Tse Fuk-ming, those two gentlemen, for them to keep as evidence.

Vendor, Lei Tsz-han

Witness, Tsang Chung

Witnessed by the Tai Hom Kaifong Association (seal)

This deed was issued on the 10th June, 1964

(Photostat copy in author's possession)

Note: Tai Hom (Diamond Hill) lies to the north-east of the Kowloon Peninsula. Since 1945, it has formed part of the City. From the late 1940s until recent years, it was the site of a large squatter area, centred on the old village of Tai Hom.

(100) White Deed for the Absolute Sale of a Squatter Hut (Tsuen Wan), 1972

送木屋字

立送木屋字人黃福傳，情因一九七二年五月間從陳長根兄手上送有木屋一間（一房一廳廚房等），面積上蓋合並式百零四英平方呎，土名芙蓉山五十七號門牌居住，情因水土不服，感覺不便。蒙得朋友張帶兄介紹，轉送廖錫昌兄居住，並附陳長根名字。牌照及屋則兩張交付廖錫昌兄手上。此係二家允愿，雙方並不得爭執。交由廖錫昌兄修整居住，並歷年繳納牌費，送屋人暨不理會。恐無憑，立字付執為據。

介紹人張帶 (signature)

送屋人黃福傳 <知> (signature)

代筆人甘錫初的 (signature)

一九七二年八月十六日立

A deed for the handing over of a squatter hut

This deed for the handing over of a squatter hut is issued by Wong Fuk-tsuen. He handed over, in May 1972, a squatter hut at No. 57, Fu Yung Shan, Tsuen Wan, which he had received from the hands of his friend, Chan Cheung-kan, to live in, comprising a living room, a bedroom, a kitchen etc., and measuring 204 square feet of roofed-over area, since he found the water and earth there bad for his health, and he was not comfortable there. He asked his friend Cheung Tai to introduce it to Liu Sek-cheung for it to be handed over to him, for him to live in, with the deed previously issued by Chan Cheung-kan. The licence and the residential rules were both handed over to Liu Sek-cheung. The two families have agreed, neither party can cause any trouble. Having been handed over, it is for Liu Sek-cheung to repair and live in, and

to pay every year the licence fee, the one handing it over shall not have any responsibility. Fearing that there was no proof, this deed is issued as evidence.

Introducer: Cheung Tai (signature)

The one handing the premises over: Wong Fuk-tsuen <known> (signature)

Writer of the deed: Kam Sek-choh (signature)

Issued on the 6th May 1972

(From the collection of Dr J. W. Hayes, copy deposited in the Hong Kong Public Records Office)

Note: This deed does not mention the price paid for the squatter hut, possibly because the transaction was, strictly speaking, illegal, since the site on which the hut was built was “almost certain to have been Crown Land” (personal comment, Dr J. W. Hayes). The “licence” referred to is the Hong Kong Government squatter survey number.

Other and Miscellaneous Deeds and Documents (Deeds 101–119)

Leases for a Term of Years

(101) White Deed for the Annual Lease of Rice-Land (Tsuen Wan), 1937

立約人

曾昭鉦，今將古坑，土名瓦窰龍，耕地三斗種，租與彭九兄。定明每年租穀四百五十斤，每年分季繳交，不得拖欠。起租日由一九三七年七月廿六日起（即民國二十六年丁丑六月十九日）。特立條紙為憑

公曆一九三七年七月廿六日

農曆丁丑年六月十九日

田主曾昭鉦立字 (signature)

This deed of lease is issued by Tsang Chiu-yuk. He has leased today to elder brother Pang Kau rice-land three *tau tsung* in area at Kwu Hang, at the place called Nga Yiu Lung. It was agreed that the annual rent should be 450 catties of grain. This should be paid after each harvest. No shortfall can be allowed. Rent is to be paid from the 26th July, 1937 (that is, the 19th Day of the 6th Moon of the Ting Chau Year, Republic 26th Year). This piece of paper has been issued as proof.

26th July, 1937

Lunar Calendar, 19th Day, 6th Moon, Ting Chau Year

The landlord, Tsang Chiu-yuk, has issued this deed (signature)

(From the collection of Dr J. W. Hayes, copy deposited in the Hong Kong Public Records Office)

Note: See Chapter 8. Leases, as temporary documents, did not require middlemen. This lease is probably for an annually renewable lease.

(102) White Deed (Stamped with One-Dollar Stamp, Cancelled with Stamp Duty Office Seal) for the Lease of a House-Site for a Term of Years (Tsuen Wan), 1940

立出批地合同人陳林氏、燭章，茲將四百四十九約第叁百號地段，批與陳帶為建築屋宇。双方訂明，每年租銀拾捌圓，批於拾伍年為期。租銀每年繳交清禁，不得拖欠。如有拖欠租銀，業主隨時取銷批約。中途不得加租，又不得藉端收回此地。批客不得轉批別人。上蓋牌費若干，批客負擔繳納，與業主無涉。業主在中途變賣，定將批客建築費補回。期滿之後，不能繼續出批。批客將建築物料拆回，不得延長時間。此批約由双方簽字日起，發生効力。口恐無憑，立字為據

業主陳林氏、燭章 (signatures)

批客陳華、帶 (signatures)

見證楊廷森 (signature)

一九四拾年六月十四日

(One-dollar revenue stamp cancelled with Stamp Duty Office seal)

This deed of lease of land is a contract issued by M. Chan Lam Shi, and Kwing-cheung. They have leased Lot 300 in Demarcation District 449 to Chan Tai, for him to build a house there. The two parties have agreed that the annual rent should be eighteen dollars. The term of the lease is fifteen years. The rent must be paid in full each year, it is totally forbidden for there to be any shortfall. Should there be any shortfall, the landlord may at his pleasure cancel the lease. The rent may not be raised during the term of the lease, nor may any attempt be made to re-enter. The costs of construction shall be borne by the tenant, and shall not involve the landlord. Should the landlord sell the land during the term of the lease, the tenant shall be compensated the costs of construction. Following the end of the tenancy period, there shall be no further tenancy issued. The tenant shall then remove all structures from the site. There can be no extension of the term. The two parties to this lease have signed it, as a statement that they will follow. Fearing that a verbal agreement has no force, this written deed was drawn up as evidence.

Landlord, Chan Lam Shi, Kwing-cheung (signatures)

Tenant, Chan Wa, Tai (signatures)

Witness, Yeung Ting-sham (signature)

14th June, 1940

(One-dollar revenue stamp, cancelled with Stamp Duty Office seal)

(From the collection of Dr J. W. Hayes, copy deposited in the Hong Kong Public Records Office)

Note: See Chapter 8. Given that the lessee in this current deed had to build a house, but would only be able to use it for fifteen years, it is clear that this house was of only flimsy construction, that is, a squatter house. While building a squatter hut on agricultural land was, strictly speaking, illegal, this deed was registered at the Land Registry as an encumbrance, presumably on the assumption that, after the fifteen-year term, the land would revert to agricultural uses. The lessors are a woman and her son. The son was, presumably, a minor at the date of the transaction, with the mother acting as trustee. It is probable that the entire family of the lessor died during the chaos of the Japanese attack. The lease-holders kept the leases (both in this case and in that of Deed 101) to give their continuing occupation some colour of legality.

* * * * *

Miscellaneous Deeds Relating to Sales or Divisions of Rice-Land

(103) White Deeds Relating to a Division of Land between Brothers (Shek Pik), 1742 (*recte* 1782)

(a)

立分單。父起達，母文氏所生五男：長男勝其、次男三伯、三男勝現、四男勝朝、五男勝科。目今見得婚嫁，結果已完，念吾夫妻年老，由恐風前之燭，敬請諸親，族老、房長會議，將祖父經分及續置房屋，田園，地段，禾場等業。但係二男三伯中年去世而亡。眾議餘出南坡頭、艇頭貳處田，實種貳斗。巷口園仔壹邊，並連砲臺頂松山壹幅，交與勝現。日後子孫繼與三伯，永作祭祀油香。其餘剩田園物業，各等作為長、三、四、五四份均分。在本家堂前拈曹為定。各人名份拾得，福膺所受，各管各業，勿以偏側美好，爭長說短，致傷孔懷同氣之親，手足又不可因財失義，以全天性之醇風矣。既開隨業，輸將各勤其事，各勵其志，守家祖業，以詒燕翼于萬[-]心。今立關書五本一樣，以為各執一本，以為子孫世代，創紹迷之計。此 照。

房長日發、日明

耆老陳廣進、徐奇顯

乾隆七年十一月初五日

立分單父起達

(b)

立分單。父起達、母文氏所生五男：長男勝其、次男三伯、三男勝現、四男勝朝、五南勝科。目今見得婚嫁，結果已完，念吾夫妻年老，由恐風前之燭，敬請諸親族老房長會議，將祖父經分及續置房屋，田園，地段，禾場等業。但係三男勝現將田分作五份，眾議餘出龍口埗頭，並連[鼻]坡頭載實種貳斗，禾寮地塘等業，一切分明作為做屋，歷年租米輸納無異。當日與本家堂前拈定，各人名份拾得福膺。所受田園房屋禾寮地塘一切勝現。日後子孫永遠所管，各管各業，勿以偏側，恐後有爭長說短，致傷孔懷同氣之親，手足又不可因財失義。以全天性之醇風矣。今立關書五本一樣，以為各執一本。以為子孫世代創紹執存照。

房長日發、日明

耆老陳廣進、徐奇顯

乾隆七年拾壹月初五日

立分單父起達

(a)

This is a deed of division. Hei-tat, the father, and M. Man, the mother, had five sons, the eldest Shing-kei, the second Sam-pak, the third Shing-yin, the fourth Shing-chiu, and the fifth Shing-foh. Now since they are married, our responsibility (as parents) has come to an end. We, husband and wife, seeing that we are now old, and fearing that we are like candles in a wind, asked the elders and the heads of our branch of the lineage to discuss things, with a view to a division of and succession to the property we had inherited from our ancestors, whether houses, fields, vegetable-plots, other land, rice-drying-grounds, or other property. Now the second son, Sam-pak, died when already an adult. We all decided that the land at Nam Po Tau and Ting Tau, in area two *tau tsung*, and the small vegetable-plots at Hong Hau, together with the stretch of fuel-bearing hillside at Pau Toi Teng, should go to Shing-yin, so that in future whoever is adopted to Sam-pak should use it to meet the expenses of the sacrifices for Sam-pak. All the rest of the field and vegetable-plot property should be divided into four equal shares for the first, third, fourth, and fifth families. Which family got which share was decided by drawing lots in the clan ancestral hall. Their own luck led them to their own blessing! Let each look after their own property! Let there be no quarrelling or arguments as to which share is the better, thus causing injury! Let there be great affection and fraternal common

feeling, since all are brothers! Let there be no loss of virtue because of striving for wealth! Let there be a liberal atmosphere for ever! After this division, let each vigorously look after his own affairs, each putting out all their efforts on their own property, keeping well what they have had bequeathed to them from their ancestors, putting out all their efforts with nothing held back! Now today five deeds have been issued, all to the same effect, each to have one copy, so that the descendants shall be able to understand their inheritance, plan, and establish businesses. This is thus issued.

The heads of the lineage branch, Yat-fat, Yat-ming

The elders, Chan Kwong-tsun, Tsui Kei-hin

7th Year of Chien Lung [1742], 11th Moon, 5th Day. This deed of division, the father being Hei-tat, was issued then.

(b)

This is a deed of division. Hei-tat, the father, and M. Man, the mother, had five sons, the eldest Shing-kei, the second Sam-pak, the third Shing-yin, the fourth Shing-chiu, and the fifth Shing-foh. Now since they are married, our responsibility (as parents) has come to an end. We, husband and wife, seeing that we are now old, and fearing that we are like candles in a wind, asked the elders and the heads of our branch of the lineage to discuss things, with a view to a division of and succession to the property we had inherited from our ancestors, whether houses, fields, vegetable-plots, other land, rice-drying-grounds or other property. Now the third son, Shing-yin, has received a fifth share of the fields, and we all decided that this should include the land at Lung Hau Po Tau and that at Pei Po Tau, in area totalling two *tau tsung*, with the plot of land at Wo Liu Tei Tong and a share of land to build a house. Every year, the rent due is to be paid without fail. Which family got which share was decided by drawing lots in the clan ancestral hall. Their own luck has lead them to their own blessing! Let each look after their own property! May each find their share brings them deep happiness! Let each look after their own property! All these fields, vegetable-plots, house-lots, and other plots of land go to Shing-yin. Hereafter may the descendants forever care for their own property! Let there be no quarrelling or arguments as to which share is the better, thus causing injury! Let there be great affection and fraternal common feeling, since all are close relatives! Let there be no loss of virtue because of striving for wealth! Let there be for ever a liberal atmosphere! Now today five deeds have been issued, all to the same effect, each to have one copy, so that the descendants shall be able to understand their inheritance, plan, and establish businesses. This is thus issued.

The heads of the lineage branch, Yat-fat, Yat-ming
The elders, Chan Kwong-tsun, Tsui Kei-hin

This deed of division, the father being Hei-tat, was issued on the 5th Day, 11th Moon, 7th Year of Chien Lung [1742].

(From the collection of Dr J. W. Hayes, originals now in the Permanent Collection of the Museum of Art of the Chinese University of Hong Kong, copies deposited in the Hong Kong Public Records Office.)

Note: This deed must be considered together with Deed 104. See Chapter 3.

Most divisions of property between heirs do not seem to have involved deeds, but were effected by oral agreements between the parties.¹ In this case, the division was achieved by the village and clan elders and embodied in a series of deeds (one for each heir, i.e., “b” above), issued by the elders, with a further copy (“a” above) published for the general notice of the village at the ancestral hall. The division was achieved by way of drawing lots. Given the considerable weight of admonition to fraternal amity and avoidance of jealousy and greed included in the deeds, it may well be that the elders were involved after the heirs quarrelled and failed to come to an agreement. This may also be why, most unusually, the division took place before the death of the father. The casting of lots to decide which son got what may well also be a reflection of considerable animosity at an earlier stage of the process. The deeds as we have them are copies, made some time after the division, and not the originals made at the time. They both have an error in the date, giving the 7th Year of Chien Lung (1742) as the date of the division, when the 47th Year (1782) is the correct year. The third son, Shing-yin, was only born in 1746, and his younger brothers, obviously, after that. The deeds refer to the division of the property of Chi Hei-tat. The deeds claimed that he had had five sons, but that the second had died unmarried, but of marriageable age, probably shortly before the division. The clan genealogical record (族譜), however, shows that he had six sons. The youngest of these six sons, Man-shuk (萬叔), is ignored in the deeds relating to this division: it may well be that he had been adopted out to another family within the clan before the date of the division. From the dates of birth given in the clan genealogical record for the third son, Shing-yin, it is likely that the four surviving sons would have been in their thirties at the date of the division, and the father, Hei-tat, would have been elderly, probably about seventy years of age. The deeds state that Chi Hei-tat had owned ten *tau tsung* of land, so that each of the four surviving sons should get two *tau tsung* each, with a further two *tau tsung* being held in the name of the deceased second son, until such time as a posthumous adoption of a son for him could be arranged. The elders thus divided the property into five equal shares of rice-land, to which was added an equal share of the vegetable grounds and the house-land, with each of the surviving four sons getting one share, plus one further share to be held by the third son (the second surviving son) in the name of his deceased elder brother. No doubt it was the third son who got this second share since it was improper for an elder brother to mourn for a younger brother; the dead son’s next younger brother got the land since it was proper for him to mourn for his elder brother. The descendants of the third son kept the public copy as well as their own copy, since it was what gave them title to the land held in the name of the deceased second son. The rent mentioned is presumably the

rent-charge due to the Lei Kau Yuen Tong. This division was controverted some years later, perhaps about 1800–20: see Deed 104. A relative of the sons of Hei-tat claimed to have a right to a share in this estate. It was this relative who had the documents which still survive copied out, to support his claim.

(104) Appeal to the Elders in a Dispute over Land (Shek Pik), about 1800(?)

為久耕不歸，懇求秉公還業事切。德曾祖父胤興，生子二人，起贊祖居長，起達祖居次，遺下苗田該種二十斗，長次兩房均分，每房名下應田十斗。乾隆四十七年，鄉老徐奇顯、陳廣進，房長池日法、池日明等，以起達祖生子四人，食指浩繁，起贊單生一子，用度有限，眾議將田分作五份。德之，繼父亞晚，見兄弟情深，自願分多潤寡。其后，五份之一依從鄉族相勸。立明分單執照，並無異言。邇時繼父在外營生，其田四斗，俱托勝現兼管，歷年租米輸納無異。後繼父年邁回鄉，取回埗頭壹斗龍口壹斗；其餘南鼻頭一斗仍托，勝現叔管耕，南鼻頭一斗又托服兄金生管耕，未有取還。不幸本年…月繼父身故，喪葬艱難，欲自耕此田，贍活家口。到問服叔勝現及服兄金。生取還，叔兄二人竟含糊推託，不肯歸還。忍忘當日義讓之情，反起今日相爭之念。其可以見先人於地下乎？不思繼父分單列明五份之一，鄉族皆知，德壽囑書詳載四斗之田，鄰里共悉雖欲久假不歸，恐亦難逃公論，德不忍至親骨肉構訟官庭，只得備歷情由，敬懇。

鄉老族長列位大人高明分斷，庶幾心平不語，和氣致祥德與繼父歿存均感於靡既矣。

With regard to a matter of land not cultivated for a long time: an earnest supplication for justice and the return of property. This matter can be traced to my, Tak's, great-grandfather, Yan-hing. He had two sons: the elder Hei-tsan and the younger Hei-tat. The two brothers inherited rice-land of twenty *tau tsung* in area. The two branches, elder and younger, divided this in equal shares, each having ten *tau tsung* of land. In the 47th Year of Chien Lung the elders of the village, Tsui Kei-hin and Chan Kwong-tsun, and the heads of the lineage segment, Chi Yat-fat and Chi Yat-ming, and others, found that Hei-tat had had four sons, and that their subsistence was a problem, while Hei-tsan only had one son, so that his expenditure was limited. The community decided to divide the fields into five shares. My adoptive father, Ah-man, with deep fraternal affection, was willing to give more to the poorer ones. Later, a one-fifth share, in accordance with the exhortation of the village and clan elders, was set aside in a clearly stated written deed of division, so that there can be no question on the issue. At the time, my adoptive father went away to work. His fields, four *tau tsung* in area, were all entrusted to Shing-yin to

look after. Every year, the rent due was paid. Later on, my adoptive father, by now elderly, returned home and took back the fields at Po Tau, of one *tau tsung* in area, and those at Lung Hau, of one *tau tsung* in area, but among the rest of his lands, one *tau tsung* at Nam Pei Tau he continued to leave entrusted to Shing-yin, his younger uncle, to care for and cultivate, while another *tau tsung* at Nam Pei Tau he entrusted to his elder brother, Kam-sang, to care for and cultivate, so that these lands he did not take back. Unfortunately, in the ... Moon of this year, my adoptive father died and we did not have enough money to hold funeral services or bury him. Now, wishing to cultivate these fields myself, to support my family, I came and asked Shing-yin, my younger uncle, and my elder brother Kam-sang, to return the fields to me. However, the younger uncle and the elder brother both eventually made excuses, in a muddled sort of way, and refused to return the land. How could they have the heart to forget the righteousness we showed them in the past, which turned out to be the cause of our dispute today? How will they dare face our ancestors in Heaven? They have ignored the fact that the one-fifth share deed which was made by my adoptive father was made known to the village and clan elders. Even though you have kept the land for so long, and have not returned it, you cannot escape the force of public opinion. I, Tak, could not bear to bring my close relatives into the Magistrate's Court to have the matter discussed there. All I, Tak-shau, can do is to write all this out and beg the honoured elders of the village and lineage: Your Excellencies are of high and lofty intelligence, and I hope you will show an unbiased heart, without argument, and so make your decision. I, Tak, and my late adoptive father, the dead and the living, will be absolutely grateful.

(From the collection of Dr J. W. Hayes, originals now in the Permanent Collection of the Museum of Art of the Chinese University of Hong Kong, copies deposited in the Hong Kong Public Records Office.)

Note: See Deed 103. This current document, an appeal to the village and clan elders, was issued by Chi Tak-shau. It is not a deed, but an appeal to change the terms of the division agreed at Deed 103, and is of great interest as illustrating a legal appeal to the elders of a village.

Deed 103 is a deed of division of the land inherited by Chi Hei-tat, which it states came to ten *tau tsung*. This current deed states that Chi Hei-tat had an elder brother, Chi Hei-tsan, who also inherited ten *tau tsung*, so that the family as a whole inherited twenty *tau tsung* from the father of Hei-tat and Hei-tsan. The branch clan genealogical record (this is the genealogical record of Shing-yin and his immediate family) shows that Hei-tat did indeed have an elder brother, Hei-tsan. The current deed claims that the division of 1782, at Deed 103, was a division of the whole twenty *tau tsung*, that is, the whole of the land left by Hei-tat's and Hei-tsan's father, and not just of the ten *tau tsung* inherited by Hei-tat. The five divisions of the 1782 deed were, this current deed claims, one each for the four sons of Hei-tat, and

one for the one son of Hei-tsan, and that each share thus came to four *tau tsung*. The current deed states that this was due to Hei-tsan's son's magnanimity: he was willing to take just a one-fifth share so that his cousins could each get more land. According to the current deed, Tak-shau, the issuer of this current deed, was the adopted son of the only son of Chi Hei-tsan and, as such, entitled to the four *tau tsung* of the family inheritance which, he claims, was the share of the sole son of Hei-tsan. The current deed states that Tak-shau had got two *tau tsung* of land from his adoptive father's inheritance, but he wanted two more *tau tsung*, that is, the two *tau tsung* which the 1782 deed had set aside for Shing-yin to hold in the name of his deceased brother, Sam-pak. It is clear that Tak-shau's claims cannot be reconciled with the 1782 deed at Deed 103. There is no hint there that the sons of Hei-tsan had any share in the inheritance being divided, and it is made very explicit that what was being divided was what Hei-tat alone had inherited, the two *tau tsung* being held by Shing-yin in addition to his own share being land held in the name of his deceased elder brother, not land held in trust for his cousin, Hei-tsan's son. It is clear that Tak-shau cannot have had access to any copy of the deed of division of 1782 at the date when he issued this current document, which was clearly some years after 1782, probably being issued somewhere in the period 1800–20. By the date of the current document, Hei-tat was dead. Shing-yin was still active. Kam-sang, Tak-shau's "brother", was fully adult. But Shing-yin's eldest son was only three years old in 1782, and his nephews cannot by that date have been very much older; a date twenty or more years after the division of 1782 seems likely. It seems probable that Hei-tsan inherited only two *tau tsung*, or, at least, that only two *tau tsung* were still in that branch's hands by the date of this current document. Kam-sang, Tak-shau's "brother" in this current document, would very likely have been his clan brother, that is, his cousin, the son of one of Shing-yin's brothers. It seems possible, in the circumstances of this case, that Kam-sang was the cousin chosen for posthumous adoption to Sam-pak, and so was in control of the two *tau tsung* set aside for Sam-pak in 1782, the adoption having been formalised after 1782. If this was the case, this would certainly have brought him firmly into the case. The current document dates the division of Chi Hei-tat's property correctly to 1782 (the 47th Year of Chien Lung), rather than the incorrect 1742 (7th Year of Chien Lung). The current document is well written, in excellent Chinese, and in a well-formed, scholarly hand. Either Tak-shau received a very good education or, and perhaps this is the more likely given his adoptive father Ah-man's poverty, the current document was written by a scholar hired for the occasion, perhaps from Tai O town. That this latter supposition is probable is shown by the fact that the writer of this current deed did not know the date of Tak-shau's adoptive father's death. It seems unlikely that the elders found in favour of Tak-shau when this current document was debated before them. To have found entirely in Tak-shau's favour would have implied wholesale fraud on the part of Hei-tat and his sons in 1782. However, Tak-shau may have been given some part of the estate as a goodwill gesture. Presumably as part of the settlement of the case, Tak-shau was given the option of having the 1782 documents copied out: it is his copies which survive today (they were copied out by the same hand as wrote the current document). Dr James Hayes was given these documents (Deeds 103 and 104) by a direct descendant of Tak-shau, and was able to take a copy of the genealogical record of the family of Shing-yin, courtesy of a direct descendant of Shing-yin. Both branches of the clan, therefore, continued to live in the village and farm there.

I am indebted to Dr James Hayes and Mr Peter Lam of the Art Museum of the Chinese University of Hong Kong, for considerable help in elucidating this case.

(105) White Deed for the Division of Property between Brothers (Kau Wa Keng), 1877

德受名下兄弟叔姪拈鬮為定，拈得老屋二間一廊連下廳、拈得門前屋地二間、拈得舊書房一間，連糞缸空地一間、拈得坑尾秧腳東邊一則、拈得壽桃塊東邊一則、拈得伯公面前一坵、搭伯公背一坵、拈得湖肚一坵、拈得虎地大塊西邊一則、拈得大塊面頭一坵、拈得頂上第二一坵、拈得肚兜塊一坵、拈得溝下橫塊一坵、拈得白田橫龍第二一坵，又石壁拈得西向坑邊一坵、拈得秧腳對頭一坵，又禾塘仔拈得坡頭口一坵、拈得中間一連二坵、拈得坑邊一坵、又白田拈得大塊中間一則、拈得秧腳東邊一則、拈得釘樹頭上一坵，又葵涌凹松山拈得釘樹窩一排自腳至頂，又拈得祖公地排一面（左兼德仁，右兼德昭），又白田松山拈得中間一則（左以釘樹頭為界，右以壽松樹為界）(mark)

另泰彬頂德發份除來坑尾田大小六坵，種仔2.5 斗，該納陳宅租谷3.5斗

批明坑尾租谷每份該1.5斗

批明虎地租谷每份該3斗

批明石壁租谷每份該6.5斗

批明禾塘仔租谷每份該6.7升

茲將三份均分，除嘗事仍將開列于後

菜園老松山連山塘共二面，又峯尾排新開田，大小九塊，種仔三斗，有大咸田大小四塊，種仔三斗，又大凸七一塊，種仔一斗。該納陳宅租谷二斗。比除與亞婆供口糧，每年三份輪耕。

立分帖人德受、德昭、德良兄弟，均分財產，冀興家業。事溯上古之芳，型張公九世姜家大被同眠意欲效其法也，奈因家務日繁，難以總理。爰集合家酌議。卜讖分居。請得本族德超、德標、德茂、德祿、德輝、德禮、德信、德恭、德和、德寬、德昌，將先年祖父遺下有與及自置田產、松山竹木、屋宇地基，俱一品搭均分，拈鬮為定，至公無私，經眾作証，開列明白。異日不得佔爭，以致說長論短，毋傷和氣可敲[?]手足之情，定卜子孫振振，瓜瓞綿綿。恐口無憑，立分帖各執一紙，永遠為記。

光緒三年十壹月二十四日立分帖人德受 (mark)、德昭 (mark)、德良 (mark)

光緒拾六年十一月十一日立換田數。緣因德受份，以拈鬮為定，拈得虎地田壹處，即補出田價銀四拾捌大員與德昭、德良式份均分。三面言明，此田亦歸與德受名下，永遠管業。則德昭、德良式份，日後子孫人等，不得異說生端反悔等情。此乃大家允意，恐口無憑，立換田數，附文永遠存照。(mark)

Tak-shau took by lot once and for all before his brothers, uncles and cousins, that is, he took by lot the old house, with a corridor, with two chambers, and the lower hall, and took by lot two house-sites before the gate, and the old school-house and one latrine with the empty land. At Hang Mei, he took by lot all the strip on the east of Yeung Keuk, and took by lot all the strip on the east of Shau To Fai, and he took all the strip in front of the earth-god shrine, with one plot beside the earth-god shrine, and took by lot one plot at Wu To. He took by lot at Fu Tei all the strip to the west of Tai Fai, and took by lot one plot in front of Tai Fai, and took by lot one plot at Teng Sheung Tai Yi, and took by lot one plot at To Tau Fai, and took by lot one plot at Kau Ha Wang Fai, and took by lot one plot at Wang Lung Tai Yi. Also, at Shek Pik he took by lot one plot at Sai Heung Hang Pin, and took by lot one plot opposite Yeung Keuk. Also, at Wo Tong Tsai he took by lot one plot at Po Tau Hau, and took by lot two plots lying together in the middle, and took by lot one plot at Hang Pin. Also, at Pak Tin he took by lot all the strip in the middle of Tai Fai, and took by lot all the strip on the east of Yeung Keuk, and took by lot one plot above Teng Shue Tau. Also, at the fuel-bearing hillside at Kwai Chung Au, he took by lot the part at Teng Shue Wo, from the bottom to the summit. Also, he took by lot one part of the ancestral land (the left boundary bordering Tak-yan's land, and the right boundary bordering Tak-chiu's). Also, at the fuel-bearing hillside at Pak Tin, he took by lot all the central strip (with Teng Shue Tau as the boundary to the left, and Shau Chung Shue to the right).

Except for the land at Tai Pan Teng as far as Hang Mei, consisting of six plots, large and small, measuring 2.5 *tau tsung*, which is Tak-fat's share. A rent of 3.5 *tau* has to be paid to the Chan clan.

In clarification, each share at Hang Mei should pay rent of 1.5 *tau*

In clarification, each share at Fu Tei should pay rent of 3 *tau*

In clarification, each share at Shek Pik should pay rent of 6.5 *tau*

In clarification, each share at Wo Tong Tsai should pay rent of 0.67 *tau*

As well as these three equally divided shares, property has been set aside as a trust, as follows:

The old fuel-bearing hillside at Tsoi Yuen, with the hill-land to either side. Also, the newly opened fields at Che Mei Pai, measuring three *tau tsung* and totalling nine plots, larger and smaller. Also the four pieces of land, larger and smaller, at Tai Ham, measuring three *tau tsung*. Also, the piece of land at Tai Tat Chat, measuring one *tau tsung*. These should pay to the Chan household rent of two *tau*. These are for the subsistence of the old lady. Every year the three shares shall plough them in turn.

This deed of division is issued by the brothers Tak-shau, Tak-chiu, and Tak-leung, for the equal division of their property and family holdings. Tracing the matter up to the morality and fine conduct of ancient times, we would like to follow the way of the Ninth Ancestor of the Cheungs, who imitated the way of the Keung family, that is, keeping the family as one even after marriage. We wanted to follow this method, but could not, since our family affairs are every day more complex and difficult to manage. So we met together, and agreed after discussion to divide our household and live separately. We asked Tak-chiu, Tak-piu, Tak-mau, Tak-luk, Tak-fai, Tak-lai, Tak-sun, Tak-kung, Tak-wo, Tak-foon, and Tak-cheung of this clan to take what we inherited from our ancestors, together with the property we acquired ourselves, that is, fields, fuel-bearing hillslopes with their wood and bamboo, houses and house-sites, and to divide it all, without exception, equally by way of casting lots, once and for all, since this method is fair and open, with the community as a witness, and is clear and straightforward. Hereafter there can be no quarrels or discussion. There shall be no breach of the peace, no fisticuffs, or anything of the sort. By settling things through casting lots, the family will remain at peace, brotherhood will be secured, and our descendants will be prosperous and will multiply. Fearing that a verbal agreement has no force, this deed of division was issued, one for each share, as a permanent record.

3rd Year of Kuang Hsü [1877], 11th Moon, 24th Day. This deed of division was drawn up by Tak-shau (mark), Tak-chiu (mark), and Tak-leung (mark)

This deed of announcement of an exchange of fields is issued on the 11th Day of the 11th Moon of the 16th Year of Kuang Hsü [1890]. By the casting of lots, once and for all, in the division of fields, one strip of fields at Fu Tei fell to Tak-shau's share by lot. The price of the fields, forty-eight dollars, was immediately paid to the two shares of Tak-chiu and Tak-leung, to be divided equally between the two shares. The three parties agreed verbally that these fields should go to

Tak-shau and his descendants for them to manage for ever. The descendants of Tak-chiu and Tak-leung may not hereafter quarrel about this or have any regrets afterwards or any such thing. This is an agreement between everyone involved. Fearing that a verbal agreement has no force, this deed of announcement of an exchange was written out as an annex as a perpetual record. (mark)

(From the collection of Dr J. W. Hayes. The copy was taken from a file relating to a land dispute in the 1960s from the District Office, Tsuen Wan. This file may no longer exist.)

Note: Kau Wa Keng (九華頸) is a small valley opening to the sea in the centre of the New Territories, between Tsuen Wan and Shamshuipo. The village is predominantly of the Tsang (曾) clan.

See Chapter 5. Division of property between brothers was a common transaction. However, very few deeds of division are known from the New Territories: most divisions were handled without written documents, and were left without written record as uncontentionous transactions (see Deed 103). The reason for a deed being prepared in this case was the division procedure adopted: asking the elders to divide all the property in question, named locality by named locality, into three shares, and then supervising the distribution of the shares by the casting of lots (this was a highly unusual arrangement in the New Territories area). In this case, the property under division was substantial: the family was one of the wealthiest in the village. Three deeds were prepared, one for each of the brothers. Each deed was divided into sections. The first section listed the lands taken by lot by the brother holding that particular deed. The second was a note about a small area which was to go to Tak-fat, who is otherwise not mentioned. The third section lists the rent due from the shares. The fourth section notes some land left undivided as a trust, for the sustenance of the widowed mother. The fifth section is the deed proper, which explains why the brothers opted for the division procedure (because it was transparent, fair, and straightforward), and lists the large number of elders who supervised it. Then follows the dating clause, as the sixth section. Finally, a seventh section was added to Tak-shau's copy of the deed thirteen years later, in 1890, recording a consolidation of the shares agreed by the brothers in that year: Tak-shau was to get all the three shares of the property in the Fu Tei area, paying the other two brothers for the value of their shares. Similar consolidations took place elsewhere. The three brothers again used the casting of lots to decide which brother got which consolidated share.² In 1902, on Tak-shau's death, his two sons divided his property between them, and used the same method of division (casting lots under the supervision of the elders). A deed essentially the same as this one was issued on that occasion (a photostat copy is held by Dr J. W. Hayes). The only significant difference between this current deed and the 1902 deed is that the 1902 deed was prepared in duplicate (one copy for each son), both written on one sheet of paper, divided down the centre, with the characters 興家發福 ("May the families be happy and prosperous") written along the line of division. The 1902 deed makes it clear that the family involved was of the Tsang (曾) surname, and also makes it clear that the rent due was paid to the Chan (陳) clan of Tsuen Wan, that is, the Hakka clan of that surname from Sam Tung Uk Village (三棟屋): this is one of the very rare occasions in the New Territories where the *tei kwat* rights were held by a Hakka family. Presumably, the Chan clan had acquired the rights from some older family which had held the land in the Ming.

(106) White Deed, for an Increase in the Sale-Price for an Absolute Sale of Rice-Land (Wo Hang), 1883

立加斷田價字人曾勝光、勝元、勝清、仲賢。自乾隆年間，先祖超常兄弟人等，賣斷有咸田壹處，坐落土名下十字路式塊，載實種仔叁斗，每年該納錢[?]鹵稅壹分正與鄰親李朝樑堂內。今因光緒九年正月，曾托李心衡到來加割田價，李朝樑祖子孫人等，允老大命，幫回加斷田價銀捌大元足，與曾勝光兄弟取收人等，親手接回應用。其田任由朝樑祖子孫人等過割掃戶。日后曾勝光兄弟叔姪人等，不得反悔加割生端等弊。恐口無憑，立字存字存照

的筆人李心衡 <公心>

在場曾道賢 (signature), <mark>

曾達賢 (signature), <mark>

張冬壽 (signature), <mark>

曾利賢 (signature), <mark>

光緒九年正月十八日立斷田字存執

This deed for the increase in the price for an absolute sale of rice-land is issued by Tsang Shing-kwong, Shing-yuen, Shing-ching, and Chung-yin. The Chiu Sheung Ancestor and his brothers and others, previously, in the Chien Lung era, made an absolute sale of a piece of saltings at a place called Ha Shap Tsz Lo, comprising two plots, measuring three *tau tsung*, and paying exactly one candareen in salt tax, to the close neighbours of the Lee Chiu Leung Tong. Now, in the 1st Moon of the 9th Year of Kuang Hsü, Lee Sham-hang, a descendant of the Lee Chiu Leung Tong, came to adjust the price of the fields. The elders met in a meeting and decided that eight dollars of additional money should be paid for the absolute sale-price of this rice-land, to be paid into the hands of Tsang Shing-kwong and his brothers and the others with rights in the area to take home and use. The fields are for the descendants of the Chiu Leung Tong to decide whether to till or use for household expenses. Hereafter Tsang Shing-kwong and his brothers, uncles, and nephews may not regret the transaction, nor may they add to the price or take away from the land involved, cause trouble, or any such misbehaviour. Fearing that a verbal agreement has no force, this deed is issued as a record.

Written by himself, Lee Sam-hang <Conscionable>

Witnesses at the scene, Tsang To-yin (signature), <mark>

Tsang Tat-yin (signature), <mark>

Cheung Tung-sau (signature), <mark>

Tsang Lei-yin (signature), <mark>

9th Year of Kuang Hsü [1883], 1st Moon, 18th Day. This deed was issued as a written record then.

(No. 34A in collection of Wo Hang Deeds, LCSD, Central Library)

Note: See Deed 16. In 1883, the Wo Hang Bay, previously used as saltings, that is, for the working of salt, was to be reclaimed for arable use by the Lee clan of Wo Hang. The Lee Chiu Leung Ancestral Trust, of Wo Hang, had bought saltings in the bay from the villagers of Ma Tseuk Ling, in the eighteenth century. Now they were to be reclaimed. This deed suggests that the Ma Tseuk Ling villagers were seen as having some residual rights in the area. The reclamation project would have been bound to have had knock-on effects on other adjacent land, and the descendants of the original vendors to Lee Chiu-leung claimed the right to increase the original sale-price of the original sale (which had taken place well over a century before) to compensate them for these residual rights, hence this deed. The eighteenth-century sale had been absolute, but it was a sale of saltings, not of rice-land, and the alteration of the usage of the area might well have caused the subsequent validity of the landholding rights to the area by the Lee clan to be called into question. At the least, it is clear that the Lee Chiu Leung Ancestral Trust felt it advisable to pay a small sum to the Ma Tseuk Ling villagers to ensure that there was no outstanding question over their right to change the usage of the bay before spending the very considerable sums that reclamation would involve.

(107) Mutual Agreement over Disputed Ownership of Building Land (Shek Pik), 1958

立合約人石碧村徐滿喜、馮羅瓊。並因馮羅瓊有祖遺屋地壹幅，連禾塘壹個，坐落石碧村，即政府地籍冊所列三壹八約玖拾伍號之地段。嗣以該地已由徐滿喜建瓦屋壹間為牛欄之用，又在該地蓋搭廚房壹間。以故發生爭議，經由理民府判定該兩所房屋之上蓋，歸馮羅瓊所有，但在本村居民來徙置之前，該兩間房屋繼續由徐滿喜居住使用。馮羅瓊不得催迫拆屋，還地等論。現双方在理民府判定原則之下，再行協議訂定條款於后：

- (一) 徐滿喜在該第玖拾伍號地段所建牛欄及廚房各上蓋，由徐滿喜交價款肆佰叁拾元與馮羅瓊收領。將來政府賠償上蓋款項統歸徐滿喜所得。且該兩間房屋任由徐滿喜居住使用，至本村居民徙置時為止。馮羅瓊不得藉詞催迫，
- (二) 該屋地及禾塘之地面，政府如有賠償，當然由馮收取
- (三) 該段屋地及禾塘，每年由徐滿喜交港幣伍毫與馮羅瓊為納地稅之用。

以上叁項條款，經雙方同意，自簽字之日起發生效力，雙方均應遵守。不得借端反悔

立約人：馮羅瓊 (signature)

馮德 (signature)

徐滿喜 (signature)

見證人：馮壽 (signature)

池長發 (signature)

張根有 (signature)

一九五八年九月貳拾玖日

This deed of mutual agreement is issued by Tsui Mun-hei and Fung Lo-king, both of Shek Pik. Now, Fung Lo-king inherited from her ancestors a piece of building land with a rice-drying ground at the place called Shek Pik Village, registered in the Land Registry as Lot 95 in Demarcation District 318. Subsequently, this land was used by Tsui Mun-hei to build a tiled house there for use as a cowshed, together with a roofed-in kitchen. Dispute broke out between them over this. Eventually, the District Officer ruled that the roofed-over area occupied by these structures should be returned to Fung Lo-king, but that Tsui Mun-hei should be allowed to continue to occupy them and to live there, until the villagers' eventual resettlement. Fung Lo-king is not to drive him away, nor to demolish the structures, nor resume control of the land, nor any such thing. Now the two parties, in accordance with the principles set out by the District Officer, have met together and made this agreement.

The terms of this agreement are:

- (1) Tsui Mun-hei shall pay \$430 to Fung Law-king as the price for the roofed-over area of the cowshed and kitchen built by Tsui Mun-hei on Lot 95. When the Government eventually pays compensation, Tsui Mun-hei shall take all the compensation paid for these roofed-over areas. Moreover, Tsui Mun-hei is free to live there as he pleases, and use it, down until the clearance of the villagers' property. Fung Lo-king may not harass nor pressure him, nor attempt to demolish the structures or resume control of the ground.
- (2) When the government pays compensation, the compensation for the land on which the structures stand, and for the rice-drying ground, shall, of course, be received by Fung.
- (3) Tsui Mun-hei shall pay fifty cents, Hong Kong currency, every year, to Fung Lo-king as the Crown Rent for the lot.

These three terms are agreed by both parties, to be implemented from the day on which they sign this deed, from when both parties will implement the agreement. There can be no trouble-making or regrets over this transaction.

Parties issuing this agreement: Fung Lo-king (signature)

Fung Tak (signature)

Tsui Mun-hei (signature)

Witnesses, Fung Shau (signature)

Chi Cheung-fat (signature)

Cheung Kan-yau (signature)

29th September, 1958

(From the collection of Dr J. W. Hayes, copy deposited in the Hong Kong Public Records Office as HKMS 99 1/62)

Note: As with Deed 96, this deed is designed to clarify and regularise the title and occupation of land in Shek Pik Village prior to the clearance of the area for the Shek Pik Reservoir. In this case, one villager had illegally and without consent occupied land owned by another. The resultant dispute had gone on for some time, but a resolution was forced on the disputants by the need to clarify the issue before the compensation for the land was granted: the compensation was usually given to the occupier of the land, so illegal occupation such as this had to be regularised. Here the village community forced a compromise along lines suggested by the District Office, a compromise accepted by both parties.

Fung Law-king is the same lady as the Law Ah-king of Deed 93 (Dr J. W. Hayes, personal comment). It is likely that the land in question was, in fact, inherited from his ancestors by M. Fung's husband, and was being held by her as his widow.

* * * * *

Exemplars of Deeds

Note: The exemplars transcribed and translated here are from two formularies or exemplaries, four from an exemplary written out by a scholar of Hoi Ha Village, Yung Sze-chiu (1874–1944) (see Plate 13), and two from an older exemplar from Tai Mong Tsai (大網仔) Village, on the coast north of Sai Kung. They are included here to show the sort of exemplars available to a scholar in small and remote New Territories villages during the nineteenth century. The exemplary from Hoi Ha was written late in the period 1874–98, while the one from Tai Mong Tsai was written before 1851. It seems certain that every village scholar would have had access to one or several exemplaries of this sort.

**(108) Exemplar of a Deed for the Absolute Sale of Rice-Land (Hoi Ha),
before 1898**

斷田契式

立賣斷田數人 (…姓名)，今因家中少銀應用，欲借無門，父子酌議，愿將先年祖父遺下份中，有田一處，坐落土名 (…處)，載實種仔 (…斗)，大小 (…塊)，每年完納 (…宅) 租谷 (…石)，出賣斷與人。先招房族人等，各不能承接。後請中人 (…姓名)，送與 (…姓名) 出首承接。當日三面言定，時值田價 (…大員)，共重 (…兩) 七二兌足。其銀即日分毫交妥，並無少欠。其田亦即日點明交過與 (…名) 永遠管業耕種。如有上手租米來歷不明，不干承買人之事，係賣主理妥。一賣百斷，永無收贖。異日而 (…名) 子孫房族人等，不得借端反悔，加價剝削等弊，此係二家允意。恐口無憑，立斷田一紙，交執存據。

作中人 (…姓名) <公心>

代筆人 (…姓名) <公心>

在場人 (…姓名) <公正>

光緒 (…年…月…日) (…姓名) 全立

Exemplar of a deed for the absolute sale of rice-land

This deed for the absolute sale of rice-land is issued by (... name). Since they have little money to spend in their household, and cannot find anyone to borrow money from, they, father and son, discussed the matter and decided to sell absolutely to others the land they inherited from their grandfather at the place called (... place-name). This land measures (... tau tsung), and comprises (... pieces) of land, larger and smaller. It pays (... shek) in rent every year to the (... surname) clan. They first offered it to the members of their own descent line, and the rest, but none could take it on. They then asked (... name) as middleman to pass it over to (... name) to take it on. The same day the three parties agreed that the market price should be (... dollars), weighing (... taels), at the 0.72 exchange rate. This money was the same day handed over coin by coin for (... name) to take home and use; there was no shortfall. The fields were inspected the same day, and handed over to (... name) to plough, plant, and manage. If there is any rent left unpaid from beforehand, then this is a matter for the vendor to settle, and shall not affect the purchaser. This is an absolute sale, and there can never be any redemption. Hereafter (... name), and the descendants and relatives, etc., must not cause problems, regret the transaction, raise the sale-price or cut back the land area sold, or any such improper behaviour.

The two families have agreed. Fearing that a verbal agreement has no force, this written deed for the absolute sale of rice-land has been handed over as evidence.

Middleman (... *name*) <Conscionable>

Writer of the Deed (... *name*) <Conscionable>

Witness at the scene (... *name*) <Upright>

This deed was issued by all the parties in Kuang Hsü (... *Year... Moon ... Day*)

(From handwritten exemplar entitled “田契” from Hoi Ha Village, LCSD Central Library, book R802.79/6057)

Note: See Plate 13.

(109) Exemplar of a Deed for the Mortgage (Redeemable Sale) of Rice-Land, (Hoi Ha), before 1898

當田契式

立當斷田數人 (...姓名)，今因家中少銀應用，父子酌議，愿將先年祖父遺下，有田一處，坐落土名 (...處)，載實種仔 (...斗)，大小 (...塊)，每年完納 (...宅) 租谷 (...石...斗) 正，出當與人。先招房族人等，各不能承接。後托中人 (...姓名)，送至 (...圍) (...名)，允肯承接。即日言定時值，田價銀 (...大員)，共重 (...兩) 正七二兌足。此銀即日分毫交妥與 (...名) 接回家中應用，並無少欠。其田亦日踏看點明塊數，交過 (...名) 耕種管業，或耕或當而 (...名) 不得阻擋。此係實銀實數，不是債折等弊。此當以後期限 (...年) 滿，方得收贖。如有租米來歷不明，不干承買人之事，係賣主理妥。異日銀到數回。此係二家允意，恐口無憑，立當田一紙，交執存炤。

光緒 (...年...月...日) (...名) 兄弟全立

Exemplar of a deed for the mortgage (redeemable sale) of Rice-land

This deed for the mortgage of rice-land is issued by (... *name*). Since they have little money to spend in their household, they, father and sons, discussed and agreed to mortgage to others the land they inherited from their ancestors at the place called (... *placename*). This land measures (... *tau tsung*), and comprises (... *pieces*) of land, larger and smaller. It pays (... *shek*) in rent every year to the (... *surname*) clan. They first offered it to the members of their own descent line, and the rest, but none could take it on. They then entrusted (... *name*) as middleman to pass it over to (... *name*), of (... *village*) to take it on. The same day it was agreed verbally that the

market price should be (... *dollars*), weighing (... *taels*), at the 0.72 exchange rate. This money was the same day handed over coin by coin to (... *name*) to take home and use: there was no shortfall. The fields were physically visited and inspected the same day to check the boundaries, and were handed over to (... *name*) to till and manage. As to whether it is to be tilled or mortgaged, (... *name*) cannot interfere with this. The statements as to the money are true, and this is a true deed, there has been no pressure or any such improper behaviour. This mortgage is restricted to (... *years*), after which it may be redeemed. If there is any rent left unpaid from beforehand, then this is a matter for the vendor to settle, and shall not affect the purchaser. Hereafter, if the money is repaid in full, the deed will be returned. This is an agreement between the two families. Fearing that a verbal agreement has no force, this written deed for the mortgage of rice-land has been handed over as proof.

This deed was issued by the brothers in Kuang Hsü (... *Year ... Moon ... Day*)

(From handwritten exemplary entitled “田契” from Hoi Ha Village, LCSD Central Library, book R802.79/6057)

(110) Exemplar of a Deed for the Loan of Money against Collateral of Rice-Land (Hoi Ha), before 1898

借銀欠單款式

立借銀數人 (...姓名)，今因家中少銀應用，自行問到 (...姓名)，允肯借出花銀 (...大員)，共重 (...兩) 正。即日言定，每月每兩納回利息 (...分) 正。此利息議限每年兩季交清，不得拖欠。如有拖欠，願將祖父遺下有 (...物)，任由銀主騎賣，此抵本利 之資，而 (...名) 父子不得異說生端。異日銀到數回，不得有抗。此係二家允意。恐口無憑，立借銀一紙，交執存照。

的筆人 (...姓名) < 公心 >

光緒 (...) 年 (...) 月 (...) 日立借銀數人 (...姓名) 立

Exemplar of a deed for a mortgage (loan of money against collateral)

This deed for the loan of money is issued by (... *name*). Since they have little money to spend in their household, they themselves came to (... *name*) to ask for assistance. They agreed to borrow (... *dollars*) exactly. The same day it was agreed that the interest should be (... *candareens*) per tael per year exactly. This

interest must be paid at the two seasons each year, without shortfall. If there is any shortfall, then it is agreed that the (... *description of property*) inherited from their ancestors shall be foreclosed on by the owner of the money. It shall be taken in lieu of the capital and interest, and (... *name*), father and sons, may not thereafter cause trouble about this. Hereafter, if the money is repaid, then the deed will be returned, and there shall be no dispute about this. The two families have agreed. Fearing that a verbal agreement has no force, this written deed for the loan of money has been handed over as proof.

Writer of the deed (... *name*) <Conscionable>

This deed was issued in Kuang Hsü (... *Year ... Moon ... Day*)

(From handwritten exemplary entitled “田契” from Hoi Ha Village, LCSD Central Library, book R802.79/6057)

(111) Exemplar of a Deed of Discharge (Hoi Ha Village)

收足銀數款式

立收足數人 (...*姓名*)。因先 (...*年...月...日*) (...*姓名*) 借去本銀 (...*大員*) 至 (...*年...月...日*) 結算，共該本利 (...*兩*)。即日本利一切完妥，毫無少欠。異日有舊簿舊數作為故紙。恐口無憑，立收足數一紙交執存照

的筆人 (...*姓名*) <公心>

光緒 (...*年...月...日*) (...*姓名*) 立

Exemplar of a deed of discharge

A deed of discharge. On (... *Year ... Moon ... Day*), (... *name*) borrowed a capital sum of (... *dollars*). On (... *Year ... Moon ... Day*) the account stood at (... *taels*), capital and interest. The same day all this money, capital and interest, was repaid in full, there was absolutely no shortfall. Hereafter, any old notebooks or accounts are to be considered as so much waste paper. Fearing that a verbal agreement has no force, this written deed of discharge has been handed over as proof.

Writer of the deed (... *name*) <Conscionable>

This deed was issued in Kuang Hsü (... *Year ... Moon ... Day*)

(From handwritten exemplary entitled “田契” from Hoi Ha Village, LCSD Central Library, book R802.79/6057)

**(112) Exemplar of a Deed for the Absolute Sale of a House (Tai Mong Tsai),
before 1851**

賣屋式

立賣斷屋契人（…），先年祖父遺下（自己創造）有房屋（幾廊幾間）在（處）。今因少錢應用，父子兄弟商議，情愿出賣與人。先招房族人等，俱不允承接，後請中人送與（…）出首承接。當日憑中三面言定，時值屋價（錢若干）。此錢與契即日經中兩交明白，並無短少，亦無債貨準折等情。其屋上連桁桷瓦面，中連棚桁板，下連地基 門楣與門槩、門搭、磚石等件，俱一賣斷在內。此屋自賣以後任（…）修整塞門，居住。（…）父子兄弟日後不得異言反悔，亦不得加價剝削等情。此係二家允意，兩無迫勒，恐口無憑，立賣斷屋數存照。

道光（…）年（…）月（…）日立賣斷屋數人（…）[公心]

This deed for the absolute sale of a house is issued by (... vendor). He has a house inherited from his ancestors (or, *which he himself has built*). It comprises (... *number of gables, ... number of rooms*), and stands at (... *placename*). Since there is little money to spend, he, father, son, and elder and younger brothers, discussed the matter and agreed to sell it. They first offered it to the members of their own descent line, and the rest, but none could take it on. They then asked a middleman to pass it over to (... *purchaser*) to take it on. On that same day, through the middleman, the three parties agreed verbally that the price for taking the house should be (... *amount of money*). This money, together with the deed, was that day handed over in full through the middleman. There was no shortfall, neither is there any outstanding sum owed, nor yet any discount, nor anything of the sort. The rafters, purlins, and tiles at the top of the house, the ceiling beams and planks in the middle, and, below, the foundations, door-leaves, doorframe, and other door-fittings, with the bricks and stones and so forth, all these are included in this absolute sale. After this sale (... *purchaser*) may deal with the house as he wishes, shutting the door, and living there. (... *vendor*), father, son, and elder and younger brother may not hereafter grumble or regret the sale, nor may they raise the price, nor reduce what has been sold, nor anything of the sort. This is an agreement between the two families. There has been no force on either side. Fearing that a verbal agreement would have no force, this deed of absolute sale of a house has been prepared to be kept as evidence.

(...) Year of Tao Kuang, (...) Moon, (...) Day. This deed of absolute sale of a house was issued then. [conscionable]

(From an untitled handwritten exemplar from Tai Mong Tsai village, Sai Kung, LCSD Central Library, book R802.79/1129)

(113) Exemplar of a Contract for a Lease of Land (Tai Mong Tsai), before 1851

賃耕田

立賃耕田數人（…），今因家下少田耕種，自己前來問到（…人）家中賃過田（種仔幾斗），載（…）宅租谷（幾斗）。當中面言定奉回利谷（幾石），其田租稅係賃耕，此還納務要完足。此利谷約至二稔。一足完明，不得拖欠。升合倘有科派公務，係隨田改派賃耕，田人所出，不干田主之事。恐口無憑，立賃耕田數存照。

This deed for the rental of rice-land is issued by (...). Since he has in his household too little land to farm, he himself went to ask the family of (...) to rent from him some rice land, comprising (... *amount of tau* [tsung]), paying (... *number of tau*) rent-charge to the (...) family. They, in the presence of a middleman, agreed verbally that the rent to be paid would be (... *number of shek*). It was agreed that this rent and rent-charge would be paid in full immediately after the second harvest. No delays would be allowed. Should any small payments be assessed for communal purposes, then this shall be the entire responsibility of the tenant, and it will not involve the landlord at all. Fearing that a verbal agreement has no force, this deed for the rental of rice-land has been drawn up to be kept as evidence.

(From an untitled handwritten exemplar from Tai Mong Tsai Village, Sai Kung, LCSD Central Library book R802.79/1129)

* * * * *

Deeds Relating to Management of Religious Houses

Note: A few ancient Buddhist nunneries and monasteries existed in the New Territories before the 1870s. In every case, these ancient houses were owned by groups of the villages near them (many other Buddhist religious houses were founded in and after the 1870s which were owned by groups of Buddhist devotees from the City). These groups of villages had the responsibility of finding suitable religious to run these houses when the previous head died or became feeble and infirm. Usually the decision on management was cast in the form of a deed.

(114) Deed on Stamp Duty Paper Giving Details of an Agreement to Hand over Management of a Monastery to a Suitable Religious (Castle Peak), 1914

立送帖人山主陶耀東、喜廷、殿貴、堂興暨紳等，願將青山杯渡寺青雲觀廟宇，送與陳春亭主持，供奉神佛。陳春亭即補回公用銀叁百六拾大員與陶姓眾等收接支用。其寺觀一概歸陳春亭主持司祝，任由重修整造。凡廟中該有田園物產亦歸陳春亭管理，每年收租納糧。陳春亭係正經慈善之人，此後陶姓不得借端勒索，改換主持等事。惟陳春亭亦不得恃將送帖，將寺觀司祝私推與別人主持。此係二家允愿，秉公而行。恐口無憑，立送帖為據。

司理人陶堂興

紳耆耀東、殿貴<>、陶喜廷

大英1914年九月二十一號

(Ten-cent revenue stamp)

(Marginal note:) 經手收銀耀東、喜廷

This deed of grant is issued by the patrons of the monastery, To Yiu-tung, Hei-ting, Tin-kwai, Tong-hing and others of the gentry and elders. They have agreed that the temple called the Pui To Monastery and Tsing Wan Taoist Institute at Castle Peak should be handed over to Chan Chun-ting to manage. He shall be responsible for offering rituals to the Gods and the Buddha. Chan Chun-ting has given in return, for use by the people, \$360, that is, the people of the To surname, for them to take and use. This Monastery-Institute is entirely handed over to Chan Chun-ting to manage and to be responsible for the rituals there. Any repairs or renovations shall be his responsibility. All the fields, lands, and other property of the temple shall be for Chan Chun-ting to manage, and to receive rent from each year. He shall pay all taxes due. Chan Chun-ting is an upright and charitable man. From now on, the To surname may not try to get any other payments from Chan Chun-ting, nor may they hand over control of the management, nor any such thing. Neither may Chan Chun-ting hand over management of the Monastery-Institute or the rituals there to any other person by privately passing on to them this deed of grant. This is an agreement between the two parties in a spirit of fairness. Fearing that a verbal agreement has no force, this deed of grant is issued as evidence.

Manager, To Tong-hing

Members of the gentry and elders, Yiu-tung, Tin-kwai <mark>, To Hei-ting

British calendar, 21st September, 1914 (Ten-cent revenue stamp)

(Marginal note:) The money was received into the hands of Yiu-tung and Hei-kwai.

(Photostat copy in the author's possession)

Note: Castle Peak (屯門, Tuen Mun) lies on the westernmost edge of the mainland part of the New Territories, immediately inland from the mouth of the Pearl River.

A Buddhist nunnery was established at Tuen Mun in the fifth century. In the late seventeenth or very early eighteenth century, after the Coastal Evacuation, this tiny nunnery was rebuilt at the expense of the To clan, the dominant clan of the area, who thereafter enjoyed the position of patrons of the house. Patrons of a Buddhist religious house took on themselves the duty of ensuring that the religious house in question was always available to the faithful who wished to worship there, by providing for the subsistence needs of the religious, and taking on the obligation of restoring and maintaining the house. They had the right to share in any income the house received. They were responsible also for ensuring the good name and repute of the house, by appointing the resident religious, and dismissing them if they ceased to live a decent and religious life. Being patrons of a Buddhist religious house in this way tended to cost a clan money, but brought them considerable status and social and political influence in the area. In 1829, the To clan rebuilt the small nunnery they had inherited as a much larger Taoist Institute, the Tsing Wan ("Turquoise Clouds") Taoist Institute, with a residential block for a group of Taoist priests, three shrines, and a couple of small courtyard gardens. Land was donated to the new Taoist Institute by the To clan, the rent from which was to go to support it. However, the To clan continued to support a Buddhist nun as well, who continued to serve the ancient cave-shrine and those who came to worship there before the statue of Pui To, the fifth-century founder of the monastery. The formal name of the religious house became "The Pui To Monastery and Tsing Wan Taoist Institute", or, more succinctly, the "Monastery-Institute", as in the current deed, to recognise that it retained a Buddhist role, as well as the new Taoist one. This current deed was issued to mark the appointment by the To clan, as patrons, of a new head to the religious house, Chan Chun-ting, in 1914. In 1918, he experienced a thorough-going conversion to Buddhism (in 1914 he had been a Taoist believer), and started to build a large Buddhist monastery immediately to the south of the 1829 Taoist institute. Ownership of the various properties was disputed between the To clan and others after Chan Chun-ting's death in 1932: a High Court case was only finalised in 1998. The land donated by the To clan to the Taoist Institute between 1829 and 1843 was registered in the Institute's name at the time of the Block Crown Lease, the head of the Monastery-Institute having the right to the rent therefrom for the time he held the religious house. Because of this, this current deed had to be registered in the Land Registry, to ensure that Chan Chun-ting had an uncontroverted access to the rents.

(115) Agreement on Red Paper Giving Details of an Agreement to Hand over Management of a Monastery to a Suitable Religious (Miu Keng), 1931

民國二十年春季各施主公認吉立章

為遴選住持，妥事神明事，竊我長山寺，自滌源禪師圓寂後，屢遭鼠竊，致承其乏者，不敢夜宿寺中。凡許願酌恩者，不得其門而入，不禁有向隅之嘆。然寺中不可無人住持，梵堂不可一日荒廢。茲聞月坤女尼乃持齋念佛修行頗好，非爭權奪利者，可比住持該寺，堪稱其職。同人等當簽名公認。倘日後有犯寺例，不守清規，我山主，施主等，有權逐斥出寺。茲當佈意伏冀同心云。

計開簽名人列后

萬屋邊鍾鍾成桂、鍾成魁、唐悅和、羅瓊光

萊洞鄧樹容、鄧集禮、鄧群開、鄧作新

李善餘、李鈞茵、李新名

坪輦萬其貴、萬兆倫

坪洋陳雲蔚、陳公生

[The Loi Tung and Man Uk Pin surnames, with these two village names, are in the handwriting of the writer of the announcement. The Lee clan names, and the Ping Che and Ping Yeung surnames, with these two latter village names, are in the handwriting of the signatories.]

A public announcement issued in the Twentieth Year of the Republic, on a felicitous day in the spring, by all the patrons.

With regard to the appropriate choice of someone to live in our Cheung Shan monastery and to take care of it, and with regard to the deities worshipped there. Since the passing away of the Buddhist master, the nun Tik-yuen, our humble monastery at Cheung Shan has been broken into a number of times, which discouraged anyone from spending the night in the monastery, and those who sincerely wish to give thanks to the deities find the doors locked, and they are forced to sigh that they must go on to other monasteries to worship. It is undeniable that the monastery must not be left without someone living there to care for the prayer hall; it cannot be left to fall into ruin for even one day. Now we have heard that the nun Yuet-kwan is a vegetarian, living a life retired from the world, worshipping the Buddha, known to be pious in her religious practices, and a woman not enthusiastically interested in rights and privileges. She is considered to be an appropriate person to live in and care for this monastery, and that she is worthy of the post. We all, and

the others, have thus signed this public announcement. If after today she offends against the regulations of the monastery, or ceases to follow the religious life, then we, the patrons and benefactors etc., have the right to drive her out of the monastery. This announcement is the humble and unanimous wish of us all.

The list of those who signed is as follows:

Man Uk Pin Village: Chung Shing-kwai, Chung Shing-fui, Tong Yuet-wo, Law King-kwong

Loi Tung Village: Tang Shue-yung, Tang Tsap-lai, Tang Kwan-hoi, Tang Tsok-san Lee Shin-yue, Lee Kwan-kwan, Lee San-ming

Ping Che Village: Man Kei-kwai, Man Siu-lun

Ping Yeung Village: Chan Wan-wai, Chan Kung-sang

(Photostat copy in the author's possession)

Note: Miu Keng (廟頸) lies close to the northern border of the New Territories, between Sha Tau Kok and Sham Chun (Shenzhen, 深圳).

The Cheung Shan Monastery was founded about 1700 beside the old road from Sha Tau Kok to Sham Chun, and stood at the summit of the low pass which that road took through the hills. It was founded by the six villages nearest the pass, Man Uk Pin, Loi Tung, and Tai Tong Wu (大塘湖) at the eastern mouth of the pass, and Ping Che, Ping Yeung, and Wo Keng Shan (禾徑山) at the western mouth. These six villages formed a trust which formed the communal patron of the monastery. The trust owned some land, but the nun who resided in the monastery had no control over this land: the land was owned communally by the six villages, and merely held for convenience in the name of the monastery.³ The current deed did not require to be registered in the Land Registry, since the resident nun had no rights over the lands owned in the name of the monastery patrons. However, at the same time, the resident nun had to have a written deed which made her right to live there absolutely uncontroversial. The current deed is written on red paper to show it is a public announcement of the appointment. The Tai Tong Wu elders are included in the current deed under Loi Tung (Tai Tong Wu is a branch of the Loi Tung Tang clan), and the Wo Keng Shan elders are included under Ping Yeung (Wo Keng Shan is a branch of the Ping Yeung Chan clan). In this deed, three elders of the Lee clan of Wo Hang are included as signatories alongside the elders of the six villages which were the patrons. They are spoken of as "benefactors" and "others". Wo Hang had had a long relationship with the monastery, having provided several of the religious who had resided there.

* * * * *

Deeds of Agreement or Mutual Covenant

(116) Deed of Agreement or Mutual Covenant to Establish a Donation Fund for the Benefit of an Ancestral Trust (Hoi Ha)

立維持營業事。有我兆宏公，烝嘗落薄，榮耀卑微，眾孫齊心協力，踴躍簽題。如有出洋者，每位捐錢拾大元。後輩陸續，亦照前人所行，若有違命不遵者，作為眾敵，宏公遺產，屋宇田山，與 佢無涉。先此訂明，以免後論。

A deed for the preservation of trust property. Our ancestor Siu Wang left behind trust property which has fallen away from a flourishing and splendid state to an insignificant and weak one. The mass of the descendants, with hearts united in mutual co-operation, rushed forward to sign an agreement: whoever goes abroad shall each donate ten dollars. Future generations will thus prosper, and we will in this way follow the footsteps of our ancestors. However, those who oppose this decision and refuse shall be regarded as an enemy of the mass of the clan. Such a one shall have no part in the property inherited from the ancestor - houses, fields and waste. This agreement was therefore made to avoid future discussion.

(LCSD Central Library, MS312)

Note: The Siu Wang Ancestral Trust of the Yung clan of Hoi Ha was in need of funds because of the campaign by the clan to rebury all the clan ancestors in order to improve the clan's *fung shui* (see Deed 42). The clan held a meeting and resolved to tax all the clan brethren going abroad to find work, to provide income for the reburial project. The date is not given in the current deed, but the deed was issued by the clan sometime in the early twentieth century. The original of the deed would have been written out and stuck up on the walls of the ancestral hall, in the centre of the village, and left there until it rotted away: the current deed is written on red paper, and is clearly a copy of the notice as posted up (it comes from the personal papers of Yung Sze-chiu, who probably drafted the notice and who kept this copy among his papers). Deeds of agreement or mutual covenant of this sort were common: the agreement to pay a rent-charge from all the rice-land in the Wu Kau Tang Village area (see Deed 31) must have been supported by such a deed, although a copy is not known to have survived of that deed.

(117) Deed of Agreement or Mutual Covenant to Restrain Demands for Rent (Hoi Ha), 1898

立收田租數人：白沙澳、南山、荔枝庄，何、劉、葉、林、李、許先祖從上水廖姓發有開懇批。今因界內小土名海下，翁姓後住，有田租錢，每年完納壹拾柒仟陸佰玖拾陸文正。此租錢盡歸六合堂完納。不得加伸。異日

倘若廖姓向海下討問租錢，藉此端起衅，呈官追究。係六合堂理妥，不得刁難翁姓。恐口無憑，立收田租數，永遠存照。

羅瑪堂 (seal of Catholic Church)

南山葉、白沙澳、荔枝庄

葉錦茂 <>、何昌吉 <>、劉德亨 <>、

許韶明 <公>、時亨 <mark> 仝立

林勝傳 <>、李根璋 <>

(Seal of Catholic Church, in English and Chinese: "Roman Catholic Mission: 新安縣天主教傳教堂: San On")

光緒貳拾肆年拾壹月拾伍日

This deed is issued by the Ho, Lau, Yip, Lam, Lei, and Hui people of Pak Sha O, Nam Shan, and Lai Chi Chong. Their ancestors leased this land from the Liu surname of Sheung Shui, in order that they might open fields there and cultivate them. Now there is today, within the boundaries of this leased area, a small place called Hoi Ha, where subsequently the Yung surname came to live, paying rent from the fields there of 17,696 cash exactly each year. This rent should be received by the Luk Hap Tong. The rent cannot be raised. Now, should the Liu surname some day come to Hoi Ha demanding rent, and making it a source of trouble, then the matter will be put before the Magistrate. It is the Luk Hap Tong which has the responsibility. They [the Lius] must not perversely trouble the Yung surname. Fearing that a verbal agreement has no force, this deed on the receipt of rent has been issued as a perpetual record.

(Chinese Seal of Catholic Church)

Issued jointly by:-

Nam Shan, Yip Kam-mau <mark>

Hui Shiu-ming <appropriate>, Shi-hang <mark>

Pak Sha O, Ho Cheung-kat <mark>

Lam Shing-fu <mark>

Lai Chi Chong, Lau Tak-hang <mark>

Lei Kan-tseung <mark>

(Seal of Catholic Church, in English and Chinese: "Roman Catholic Mission: 新安縣天主教傳教堂: San On")

24th Year of Kuang Hsü [1898], 11th Moon, 15th Day

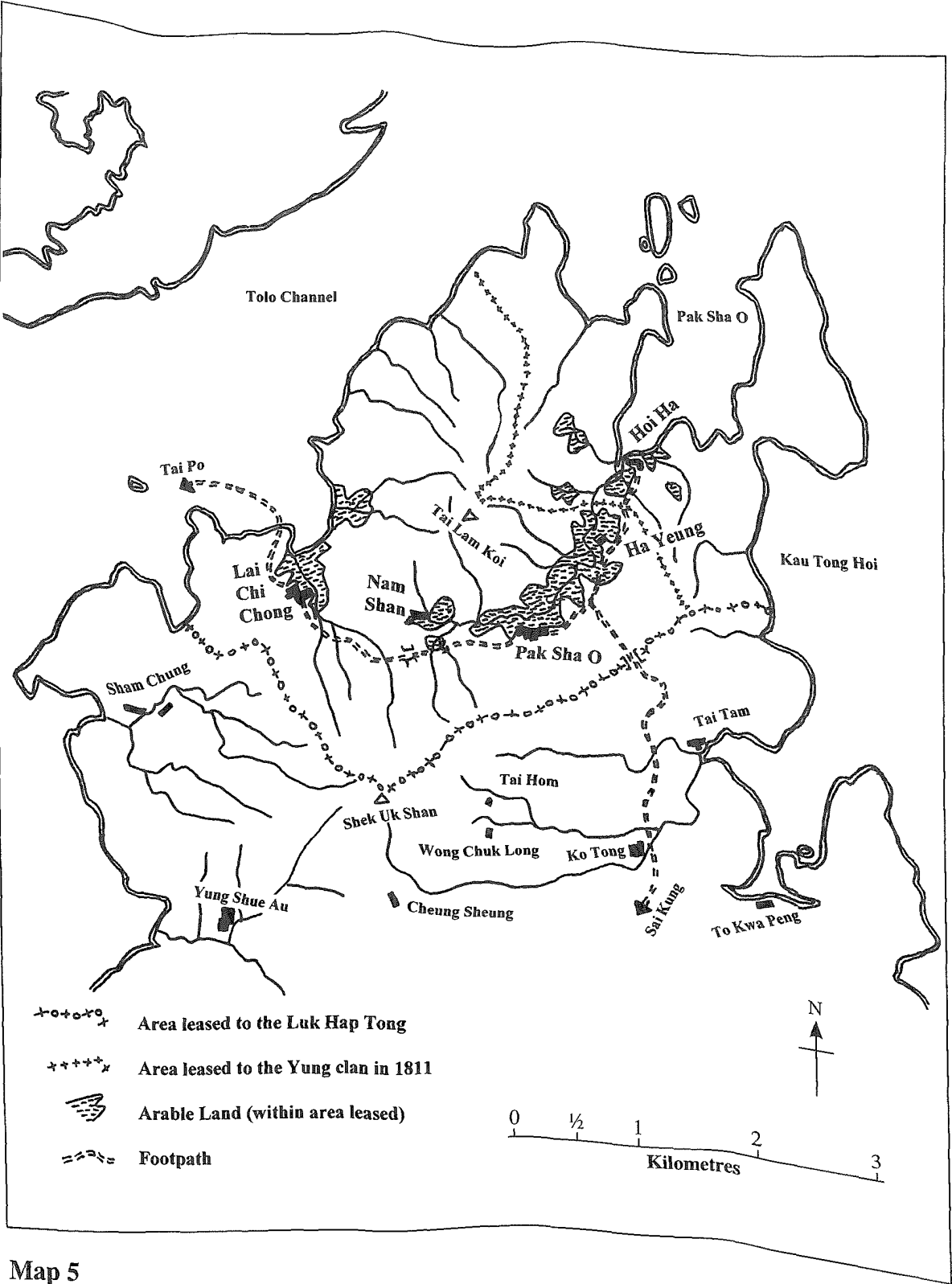
(LCSD, Central Library, MS263)

Note: A third seal, unreadable, is impressed over the rent stated to be due to the Luk Hap Tong, presumably the seal of the Luk Hap Tong.

A group of six men, of the Ho, Lau, Yip, Lam, Lei, and Hui surnames, took out a lease of land in the northern part of the North Saikung Peninsula (see Map 5) from the Liu clan. The date is not recorded, but it must have been in the early eighteenth century. The six men formed a trust among themselves, the Luk Hap Tong ("Hall of Six United"), and it was doubtless this trust which was the tenant of the Liu clan, rather than the six clans individually. The area included in this lease was very large, covering the rice-land of four later villages, and great swathes of mountainside unusable for arable, totalling about thirty-seven square miles. The six men of the Luk Hap Tong and their descendants eventually founded three villages, Pak Sha O, Nam Shan, and Lai Chi Chong, in the centre of the largest areas of potential arable. In 1811, according to their genealogical record, probably about a century after the Luk Hap Tong founders took out the lease from the Lius, two brothers, of the Yung clan, came to seek land in the area. They sought a sub-lease from the Luk Hap Tong of land at Hoi Ha. There was not a great deal of potential rice-land there, and the Luk Hap Tong had not opened fields there by that date, but there was enough potential arable for the Yung brothers to be interested. The Luk Hap Tong rented the land to the Yung brothers, for 17,696 cash per year. 17,697 cash is exactly 12.75 taels at the standard 1,388 cash to the tael exchange rate: it is likely that 12.75 taels was the sum originally agreed as the annual rent. No deed from the Luk Hap Tong to the Yungs is extant: given the circumstances surrounding the issue of this current deed, it is likely that, if a deed had been prepared, it would have been referred to in the current deed. It is, therefore, likely, that the lease from the Luk Hap Tong to the Yungs was oral, and not backed by anything in writing. From account books surviving from Hoi Ha from the early 1890s, it seems that the Yungs paid this sum of 12.75 taels, not to the Luk Hap Tong but to the Lius: these account books show the annual receipts from the Lius to one of the Hoi Ha families for part of the rent due. Since there is no evidence of this family paying anything to the Luk Hap Tong, it is probable that the 17,696 cash paid to the Lius by the Yungs was the entire rent owed by the Luk Hap Tong to the Lius: in other words, by agreeing the sub-lease with the Yungs, it is likely that the Luk Hap Tong had managed to remove all rental obligations from themselves onto their sub-tenants. The area of potential rice-land included in the Luk Hap Tong lease was probably five times greater than the potential rice-land included in the Tai Om Shan lease (Deed 20), and the area of mountainside unusable for arable was at least ten times as great. However, even taking into account the much greater area included in this lease than in the Tai Om Shan lease, the annual rent here was, if it was, as suggested above, always 12.75 taels, much higher than the rent at Tai Om Shan (which was 500 cash, or a small fraction above one-third of a tael). It is likely that tenants seeking leases of *tei pei* rights might pay a cash down-payment and then a relatively small annual rent thereafter, or no down-payment (or a very light one) and a heavy annual rental thereafter: the Luk Hap Tong may well have taken the second route, while the Tai Om Shan village founders had taken the first, paying a down-payment of four years' rent. At the same time, the rent charged to the Luk Hap Tong is not too far from that charged to the Kat O

villagers for a far smaller area (\$12.20: see Deed 3). It is probable that the lease taken out by the Luk Hap Tong founders included the same clauses as the Tai Om Shan and Wo Liu deeds (Deeds 20 and 23), and that these were a standard-form Liu clan lease. If so, the lease to the Luk Hap Tong would have included the clause that “it is not permitted for the tenancy to be transferred to someone living far away”. This clause is ambiguous. It is clearly designed to control sub-leases, but, if land were to be sublet to someone who thereupon came to settle on the land thus leased, such a man could hardly be called someone “living far away”. From the middle 1890s, it seems likely that the Lius started to claim that the Yungs had come from “far away”, and thus that their sub-lease from the Luk Hap Tong was invalid. At least, the rent receipts show that the Yungs were being called on to pay more and more rent each year by the Lius in the middle 1890s. What was happening seems to be that the Lius were demanding extra rent for all the land that was being reclaimed each year by the Yungs from the waste: given the relatively small amount of easily opened land in the Hoi Ha area, by the 1890s the clan was very active in opening marginal arable from the mountainsides wherever this was feasible. The implications can only be that the Lius were rejecting the Yungs’ claim to be valid sub-lessees of the Lius under the Luk Hap Tong, thus implying that the Lius had the right to demand rent on all “new land”, effectively through issuing new leases to the Yungs for that land. The current deed shows that this claim of the Lius was rejected by both the Yungs and the Luk Hap Tong. They insisted that the Yung clan lease from the Luk Hap Tong was valid, and that the Lius had no right to take rent from the Yungs. The current deed is a deed of agreement or mutual covenant between the Yungs and the Luk Hap Tong to reject any attempt by the Lius to increase the Yungs’ rents. To make the issue clearer, the two parties agreed that the Yungs would pay their agreed rent of 17,696 cash to the Luk Hap Tong, and the Lius would have to seek their rents from their tenant, the Luk Hap Tong, in accordance with the terms of their lease with the Luk Hap Tong. The current deed binds the two parties to united action against the Lius if they objected to this: the deed threatens legal action by the Yungs and the Luk Hap Tong against the Lius at the County Yamen, but violent, armed resistance to any attempt to collect rents is, perhaps, also implied. The deed was issued by the Luk Hap Tong, but a copy was carefully kept in the village archives of Hoi Ha, since it was a deed of mutual interest. The Yung Sze-chiu collection includes a draft village notice showing how it was proposed to divide the 17,696 cash among the Hoi Ha village families for the future: the division was not done on a “so much per *tau tsung*” basis, but on a “so much per family” basis, based roughly on the amount of land the family had opened from the waste in the previous generation. The intervention of the Catholic Church in this deed is as a neutral observer and bystander. Many of the Pak Sha O villagers were Catholic by the date of this deed. This deed was issued shortly after the Hong Kong Government took the New Territories over (1898), but before the new administration had formally begun its work (1899). See Plate 12.

* * * * *



Map 5
The North Saikung Peninsula

Deeds of Sale of a Child

(118) Deed for the Sale of a Boy for Adoption into Another Clan (Hoi Ha), 1931

立抱與兒子字人鍾傳，今因夫妻產子眾多，家貧，無能供給，夫妻酌議，欲立…子，名喚…年方…歲，以為己子，長承宗祀。經[?]請李二兄介紹，勸得新界海下翁…夫妻，合意承接。是日經中言定，備出養育費銀…百元，交與介紹人李二兄點明，轉交與鍾傳兄親手接收。遂以子…名，抱過與…足家中撫養，成人長大。違立家室，生子傳孫，以承一脉之延。異日若有來歷不明，不干承育人之事，俱歸鍾傳，李二力擔理妥。此乃兩造允意。恐口無憑，立字為據。

民國廿年十一月十一日鍾傳經手的筆

(Marginal note:)

現居香港中環卅間門牌八號二樓D。此人乃是桔州三咀角人也。

This deed for the adoption of a boy child is issued by Chung Tsuen. Now he and his wife have produced many sons, and their family is poor, so that they cannot sustain them. He and his wife have discussed things and have agreed [to sell for adoption] their ... son, by name ..., aged ... years, to become someone else's son and, when adult, to worship their ancestors. Through elder brother Lei Yi they were introduced to Yung ... of Hoi Ha, New Territories. He [Chung Tsuen] and his wife agreed to receive on that same day the price of ... hundred dollars as the fee for rearing the boy, as agreed verbally with the middleman, and it was passed to the introducer, the elder brother Lei Yi, who checked it and passed into the hands of Chung Tsuen, who received it. And now the boy, named ..., has been taken for adoption into the household of ..., to be reared there, and to grow up there to adulthood. He shall be subject to the heads of that household, and his sons and, in due course, grandsons, shall always be of that blood. Hereafter, should anything appear which is now unclear, or which has not been properly attended to, then Chung Tsuen and Lei Yi shall use all their strength to settle the matter properly. This is an agreement between the two parties. Fearing that a verbal agreement has no force, this document was drawn up as evidence.

The Chinese Republic, 20th Year [1931], 11th Moon, 11th Day. By the hand of
Chung Tsuen

(Marginal note:) Chung Tsuen is currently living at 8, Sam Shap Kan, Central District, Hong Kong, 2nd Floor, D. This man is from Sam Tsui Kok, Kat Chau.

(LCSD, Central Library, MS134)

Note: This deed survives as a draft among the papers of Yung Sze-chiu of Hoi Ha, the scholar who drew it up. It was drawn up by on behalf of a Hoi Ha villager, who wished to buy and adopt a son from a poor family in the City. Presumably there were no spare boys within the Yung clan suitable for adoption at this date. The deed was presumably issued, since the draft gives the date when it was. However, the original of the deed is not known to survive, but this draft was kept by Yung Sze-chiu within his papers to be used as an exemplar for the future. This draft deed is accompanied by a second draft deed, written out on the same sheet, which was issued on the same date. This second deed was similarly designed to be kept as an exemplar. By it Yung Sze-chiu prepares a deed by which a Hoi Ha villager buys a girl, aged sixteen, from Chung Tsuen, with a view to marriage into that Hoi Ha family. This girl had been, it is stated in this deed, reared by Chung Tsuen for seven years after her parents died young, when she was nine years old. Her name was Kam Yi (甘義). Lei Yi (in this second draft deed written 李義 as well as 李二) is given as the matchmaker. The price to be paid for this girl was again several hundreds of dollars.⁴

(119) A Deed of Sale of a Son, for Adoption into Another Clan (Lantau), 1948

送貼

立送帖人梁添、妻吳氏，今因家貧之極，一家數口，難以維持生活，故此夫妻商議，將兒子金水，戊子年九月初九日亥時生人，送與吳林為子。補回養乳乙封，吳氏帶回家中。日後山高水低，皆由天命，永遠是吳林兒，永無收贖。恐口無憑，特立送帖乙張為據。

民國三十七年尾月廿一日送帖

吳氏、梁添

A document of transfer

This record of transfer is issued by Leung Tim, and his wife, M. Ng. Because our family is extremely poor and because the number of mouths in the family make it difficult to preserve our livelihood, we, husband and wife, discussed the matter and agreed to pass our son, Kam-shui, born between 9 and 11 p.m. on the 9th Day, 9th Moon, Mo Tsz Year [1948], over to Ng Lam to become his son. A present was passed to M. Ng to compensate her for suckling the child: this present was taken home by M. Ng. Hereafter, while the mountain may be high and water low, this is in either case a matter of Heaven's decree, similarly, whatever happens, the child remains Ng Lam's. There can be no redemption. Fearing that a verbal agreement has no force, this special paper of transfer is issued as a record.

37th Year of the Republic [1948], last Moon, 21st Day. This transfer document was issued then

M. Ng, Leung Tim.

(From the collection of Dr J. W. Hayes, copy deposited in the Hong Kong Public Records Office)

Note: Boys were usually sold for adoption. Families with no sons would adopt a son to avoid the ancestral line becoming broken. Where possible, adoption would be from the nearest male relative with more than two sons – such adoptions required no documents, since the adopted son remained within his own clan and so caused no problem for rights in and over the ancestral trust property of that clan.⁵ Where there were no such spare sons within the clan, however, a family in need of an heir would, with the consent of the clan at large, buy a son from some poor outside family with sons to spare, as in this case. In this case, the commercial aspect of the transaction is disguised to some degree: the money paid for the boy is stated to be a “present”, but that it was a sale-and-purchase agreement is proved by the fact that the deed specifically states that “there can be no redemption”. It was desirable in any such sale of a boy for adoption that the exact details of the birth time be included in the deed, since this would be needed when the boy eventually came to be married. The son thus bought in and adopted had absolutely the same rights as a son born to the clan: if the adopting family later had a son born to them naturally, that son would be the second son, and the adopted son would remain as the first son. While the natural parents could not redeem their son at a later date, neither could the adopting family dismiss him or reduce his status in the family. Boys could be sold for adoption at any date between birth and puberty: most usually as infants. In this case, from Lantau, the boy was sold at two and a half months old.

Appendix: A Note on Measures

Measurements of Volume

The main measure of volume in use in the New Territories area was the bushel, 斗, *tau*. This was everywhere divided into ten *shing* (升), each of which in turn was divided into ten *hap* (合). Ten *tau* formed one *shek* (石). However, there were several different sizes of bushel in use in the area.

Thus, in his *Report on the New Territory during the First Year of British Administration*, J. Stewart Lockhart,¹ states that:

The *Kun Tau*, or Chinese official standard measure of 10 *shing* is adopted in Taipó, in the Sheung Ü District [today's Fanling-Sheung Shui area], and at Shat'aukok. The *Ts'ong Tau*, or grain measure of 11 *shing*, is used throughout the Ün Long District. The *Ts'in Tau* of 8 *shing* is employed in the Ts'ün Wan and some other Districts.

The meaning of this is that the Yuen Long *tau* comprised eleven standard, official, *shing*, and was thus ten per cent bigger than the official *tau*, and that the Tsuen Wan *tau* comprised eight standard, official *shing*, and was thus twenty per cent smaller than the official *tau*. The *shing* in Yuen Long or Tsuen Wan would have varied along with the size of the *tau*. Over some parts of the New Territories, there was also a bushel used to calculate rent which was forty per cent bigger than the official bushel.

In the deeds, the mentions of units of measurement of volume are almost always statements as to the tax-grain nominally owed from the land (see, e.g., Deed 9), and, as such, are measured by the official *tau*, or else are statements as to the rent due from the land. The rent-*tau* is mentioned, in particular, in deeds from Wo Hang (Deeds 10 and 50). In these deeds it is spoken of as being “measured by the official bushel plus forty per cent” (官斗加四算, 斗加四). It is probable that this very large rent-*tau* was in widespread use, but not universally: Deeds 17, 29, and 51

specify, for instance, that the rent due from the land in question in those deeds was “measured by the official bushel” (官斗谷).

Lockhart gives no figures for the size of the standard, official *tau*. While an exact correlation between the official *tau* and the British system of measurement of volume is difficult to find, the best current correlation seems to be that the official *shing* was 35 fluid ounces, or 1.75 British pints. At this rate, the official *tau* would have equalled 2.1875 gallons. Since the standard metric litre is 35.2 fluid ounces, the official *shing* would be, at this rate, only 0.06% less than the litre.

Measurements of Area

All the land deeds known from the New Territories area from before 1899 measure land by either the *mau* (畝) or the *tau tsung* (斗種). The *mau* was a unit of area, as strictly defined. It was required to be used in all official documents, including all documents submitted to the Magistracy for registration under the land tax.

The *tau tsung* (“bushel of seeds”) was, in theory, the area which required one bushel of seeds to sow properly (for measures of volume, see this Appendix, “A”). It was, therefore, in theory a more flexible unit than the *mau*. It was the universal measurement of land in all documents other than those likely to be put before the Magistrate. It was divided into ten *shing tsung* (升種), and ten *tau tsung* comprised one *shek tsung* (石種), according to the usual measures of volume, as discussed at “A” above (in the translations of the deeds, *shing tsung* and *shek tsung* are given as decimal points or tens of *tau tsung*, so that “one *shek tsung*, one *tau tsung*, and one *shing tsung*” are given as 11.1 *tau tsung* for greater convenience).

In theory, the *tau tsung* might be supposed to vary with the size of the bushel used in the village (and at least four different bushel sizes were in use in the New Territories at the end of the nineteenth century, as noted above: see “A”), and it might also be expected to vary depending on the fertility of the soil, with the *tau tsung* in very rocky land, which could not carry a heavy load of seeds, measuring larger than in an area of deep, rich, fertile soil. However, in practice, the *tau tsung* seems usually to have been a more or less standard figure, based on the official bushel, ignoring differences in fertility, and so something close to a measure of area as strictly defined.

The size of the Kwangtung *mau* is given differently in different authorities, but the best figures are those given by Meadows (1847),² Staunton (1810),³ and the New Territories Land Court (1901).⁴ Meadows states that the *mau* was 8,942.6 square feet, and that this information had been given to him by the Magistrate of

Nam Hoi (南海), one of the two metropolitan counties of Canton City.⁵ Staunton, who lived and worked in Canton, says the *mau* “may be roughly estimated at a 1,000 square yards of our measure”: since 1,000 square yards is 9,000 square feet, it is clear that Meadows and Staunton were referring to the same size unit. This implies 4.875 *mau* to the acre, or 4.9 to the nearest decimal place. The New Territories Land Court stated that the *mau* was 0.208352 of the acre, or 9094.56 square feet, implying 4.7996 *mau* to the acre, or 4.8 to the nearest decimal place. This, again, implies the same basic size land unit as Meadows and Staunton. The new administration of the New Territories took 4.8 *mau* to the acre as the standard in the New Territories area.⁶ In this book, 4.8 *mau* to the acre is taken as the standard size for the New Territories *mau*.⁷

There are, however, many authorities who give a smaller unit-size for the *mau*, at a little above six *mau* to the acre. This is particularly so with writers referring to the north of China. Modern writers assume this figure (the best current conversion tables assume that there are 6.08 *mau* to the acre). It is probable, however, that the Kwangtung *mau* was, in the nineteenth century, larger than that used in the north, at about 4.8 to the acre. Stewart Lockhart, along with Messer and Ts’ui, took the *mau* to be 6.1 to the acre, but were probably in this misled by using authorities not from the New Territories area.

The *tau tsung* in the New Territories seems normally to have been about 6.1 *tau tsung* to the acre. While variations due to variant bushel sizes and the fertility of the ground must always be borne in mind, this figure does seem to have been close to the standard size. At (about) 6.1 to the acre and (about) 4.8 to the acre, this would have allowed easy conversion of *tau tsung* to *mau*, with the *mau* being (about) 1.27 *tau tsung*, or, very possibly, exactly 1.25, as seems to be implied by Deed 2. In this book, it is assumed that the *tau tsung* was a unit of area measuring 6.1 to the acre.

It is noticeable that the *tau tsung* in the New Territories area, at 6.1 to the acre, was almost exactly the same size as the *mau* in the north of China.

After 1899, all documents submitted to the government had to be expressed in acres, rather than *mau*, although the villagers continued to measure their fields, for most purposes, in *tau tsung*. In the Block Crown Lease Survey, all the fields and other areas of occupied land were measured in acres, and these measurements were entered onto the *chi tsai* and, later, into the Block Crown Lease. The lots were not, however, measured accurately, but only to the nearest one-hundredth of an acre (436 square feet). Houses were thus normally classed as being one one-hundredth of an acre in size, since the standard one-bay village house, including the courtyard, was about 13.5 feet by 36 feet in size (486 square feet): if the house occupied

two bays, then it was classed as two one-hundredths. When the fields and other occupied land were assessed for Crown Rent, this was also done on the basis of this one-hundredth of the acre unit. This unit, nominally of 436 square feet, became well known to the villagers, who named it the *fan tei* (分地, “unit of land”). The relationship between the *fan tei* and the *tau tsung* was that there were about 16.4 *fan tei* to the *tau tsung*.

Measurements of Weight

The basic measurement of weight was the catty (*kan*, 斤), divided into sixteen taels (*leung*, 兩), each in turn divided into ten mace (*tsin*, 錢), each of which was in turn divided into ten candareens (*fan*, 分). One hundred catties comprised a picul (*tam*, 擔), or “load”. The measurement of weight was closely linked to the measurement of volume: one *shing* of unhusked grain by volume was taken as weighing one catty, and hence one *shek* of unhusked grain by volume was taken as weighing one picul. As such, it might be expected that the measurement of weight in the New Territories traditionally varied with the variations in the volume of the *tau*, but there is, in fact, no evidence of any variation in the measurements by weight, all of which seem to be based on the standard, official scale.

The foreign merchants, when they first started to do business with the Chinese in Canton, found it necessary to insist on having the measurements of weight standardised. Much of their trade was in tea, which was quoted at so much per picul. The foreign merchants found it essential to ensure that all parties to a bargain knew exactly what was meant by a “picul”: themselves, their Chinese agents, and the farmers and agents up-country where the tea was grown. The standard Canton catty was found to be very close to 1½ lbs, and this 1:1½ catty:pound ratio figure was taken as the standard to be used in all trade. By the date of the deeds, all transactions in the New Territories area by weight seem to have used this 1:1½ catty:pound ratio figure, and hence seem to have taken 133.3 pounds as the standard weight of the picul.

The picul was called in Cantonese *tam* (“load”). It was so called because it was regarded as the standard weight a healthy man could carry on a shoulder pole.⁸ However, villagers have said that, while this weight was a reasonable amount for a healthy man to carry for relatively short distances over flat ground, and on good paths, it was too heavy for long distances (it is almost a fifth heavier than a British hundredweight of 112 pounds, which was traditionally regarded as the standard weight for a healthy man to carry unaided in Britain). Hence a second *tam*, the

“mountain *tam*” (山擔), of three-quarters of a standard picul (i.e., exactly 100 pounds) was used where loads had to be carried over mountains, or any lengthy distance over poor paths. In the deeds, however, this complication in the system of weight-measurement seems unlikely to be present.

Money

In traditional China, there was only one minted coin, the copper cash. For large transactions, silver bullion was used, which was weighed in taels, mace, and candareens. Traditionally, every major city had its own system of money exchange, varying from city to city depending on the exchange rate between silver and copper current in the city in question, and on the fineness of the silver which was traditional in that city.

In Canton, the foreign merchants, along with their Chinese customers and clients, found it necessary to standardise the exchange rates to make trade easier. It was found that the Spanish silver Carolus dollar, which was the standard money of the Philippines and which was used for all foreign trade in the Orient in the eighteenth century, weighed almost exactly seventy-two per cent of a standard Canton tael, if that tael was taken as $1\frac{1}{3}$ ounces, and was worth almost exactly 1,000 Canton cash. Furthermore, the standard Canton fineness of silver was very close to the fineness of the Carolus dollar (ninety-six per cent of pure silver). As a result, it quickly became standard for the dollar to be taken as 0.72 of a tael and to be worth 1,000 cash, with the tael worth 1,388 cash, while silver bullion would have to be adjusted to the standard Canton/Carolus silver fineness (ninety-six per cent purity) before it could be taken in trade. During the nineteenth century, other silver dollars came into use to replace the Carolus dollars, but each was, at least initially, minted at weights and fineness the same as the old Carolus dollars, and these exchange rates remained the same.

In other parts of China (especially Shanghai), exchange rates remained very different from these Canton standards, but the New Territories fell firmly within the Canton standard area, and these exchange rates can be seen underpinning the great majority of the deeds.

A number of deeds dating from before 1899 give the sale price in both dollars and taels, allowing the exchange rate to be calculated. In almost every case, they imply the 1,000 cash to the dollar, 0.72 taels to the dollar standard rates.⁹ Some deeds state a price in dollars, “or the equivalent as weighed at the rate of 0.72 taels to the dollar” (當七錢二兌足).¹⁰ Making much the same point are those deeds

which state that, if payment is made in silver bullion, it must be measured “by the official scale” (司馬戥, or 銅戥, or 司馬, or 司碼).¹¹

A few deeds, however, give exchange rates which differ from the Canton standard, but in most cases calculation or transcription errors seem likely. Deed 33 thus states that the sale price is thirty-five dollars, “or 42.09 taels”. This implies an exchange rate of 1,426 cash to the tael, if the dollar is taken as 1,000 cash to the dollar. Deed 34 states a sale-price of \$25.50, “or 18.835 taels”, implying an exchange rate of 1,354 cash to the tael. Deed 36 states a price of thirty-five dollars, “or 25.03 taels”, implying an exchange rate of 1,400 cash to the tael. Deed 41 gives 30.44 taels as the equivalent of fifty-two dollars (1,643 cash to the tael). Deed 53 gives 18.875 taels as the equivalent of twenty-five dollars (1,314 cash to the tael). Deed 55 gives 14.3 taels as the equivalent to twenty dollars (1,398 cash to the tael), and Deed 50 gives 41.6 taels as the equivalent of fifty-two dollars (1,250 cash to the tael). Of these, Deed 55 is almost certainly an error in calculation (1,398 instead of 1,388 taken as the multiplier). Deeds 33, 34, and 36 give exchange rates within a half a percentage point of the standard rate, and are probably errors in calculation: this is particularly so since Deeds 33 and 36 also state that the bullion figure represents the sum if “weighed on the official scale”. Much the same is likely to be the case with Deed 53, where an error of transcription is possible: the deed specifies that the exchange quoted was at the “standard rate” (司碼兌), and all other Pui O deeds are indeed at the standard.¹² It is clear from the deeds that the vendors were expecting to get their money by way of silver dollars, or mostly by way of silver dollars and not by silver bullion (the prices are all in round numbers of dollars, but state awkward amounts in taels), so an error would be unlikely to be a significant matter to either vendor or purchaser.

Deed 41 is so widely adrift from the standard exchange rate (eighteen per cent above the standard rate) that a major error, probably of transcription rather than calculation is almost certainly present, since no reason can be given for any increase over the standard rate.¹³

There remains Deed 50. As discussed further in the notes to that deed, this transaction was a complex one. It is cast as a redeemable sale but a small annual interest is stipulated as well, which is very rare for a redeemable sale. The interest is such that, after eleven years, the total sum paid or due in interest would equal the difference between the standard exchange rate of 1,388 cash to the dollar and the exchange rate stipulated in the deed. This transaction probably had an (unwritten) time limit on it of eleven years, with an understanding that the land would become irrecoverable after eleven years. If redeemed before eleven years, the sum to be

paid for redemption would be the sum paid out by the purchaser as stated in the deed, plus however many years of interest were due. In the eleventh year, the price for redemption would be the same number of taels as stipulated in the deed, but at 1,388 cash to the tael: after eleven years, the sale would become non-redeemable, or, at the least, redemption would be at a premium.

A number of deeds specify that any silver bullion proffered in payment must be of the standard Canton fineness.¹⁴

For those deeds which stipulate payment in cash (mostly from Wu Kau Tang Village), these are all, without exception, cast as round numbers of cash, as easy percentages of dollars seen as 1,000 cash to the dollar.¹⁵

It is probable, therefore, that all the pre-1899 deeds from the New Territories area use the standard Canton exchange rates of 1,000 cash to the dollar, and 1,388 cash to the tael, and assume the standard Canton silver fineness, and that, where they seem not to, errors in calculation or transcription are involved, except in the rather complex case of Deed 50.

As to payments for land transactions after 1899, all of these are cast in the form of dollars, meaning, for the period 1899 to 1940, silver Hong Kong dollars.

Under the Japanese, some deeds continue to specify Hong Kong dollars,¹⁶ but a few are for payments in Japanese Military Yen (軍票).¹⁷

Notes

Introduction

1. For other collections of deeds from the New Territories, see the Bibliography.
2. Some regional differences, mostly in the wording of deeds, can be discerned. They are discussed in the text. None reflect any differences in content or practice: they are semantic only.
3. Valerie Hansen, *Negotiating Daily Life in Traditional China: How Ordinary People used Contracts, 600–1400*, Yale University Press, 1995. A number of places are discussed in the text where coincidence between Tang and Sung practices and the New Territories Customary Land Law are particularly striking.
4. For a general overview of the administrative establishment, geography, and history of San On County, see P. L. Ng, with Hugh D. R. Baker, *New Peace County: A Chinese Gazetteer of the Hong Kong Region*, Hong Kong University Press, 1983. This is a translation of selected passages from the 1819 San On County Gazetteer (新安縣志), with an introductory analysis. For the best edition of the Gazetteer, see 深圳舊志三種 [“Three Ancient Gazetteers of Shenzhen”], ed. Cheung Yat-ping (張一兵), 海天出版社, Shenzhen, 2006. Despite its title, this is an excellent edition of the three local gazetteers: that of Tung Kwun of 1453, and those of San On of 1688 and 1819. See also Hugh D.R. Baker, “Customary Law and the New Territories”, paper no. 7, *Hong Kong Culture and Society Programme*, Centre of Asian Studies, University of Hong Kong, 2009.
5. Before 1847, this yamen had been at Chek Mei (赤尾, Chiwei), near Sham Chun (深圳, Shenzhen).
6. Before 1847, the Left Wing of the County military forces had been centred on Tai Pang (大鵬), but, in 1847, the headquarters of this Wing were moved to Kowloon City, to keep the foreigners on Hong Kong under more immediate military view.
7. A number of late-nineteenth-century witnesses suggest that many of the coastal defence forts were, at that date, usually without soldiers in post. See P. L. Ng and Hugh D. R. Baker, *New Peace County*, op. cit.
8. See P. H. Hase, “Eastern Peace: Sha Tau Kok Market in 1925”, *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 33, 1993, pp. 147–202 (this contains an appendix listing all the “Disturbances on the Border” between 1899 and 1941);

- “Ta Kwu Ling, Wong Pui Ling and the Kim Hau Bridges”, *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 30, 1990, pp. 257–264; “A Village War in Sham Chun”, *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 30, 1990, pp. 265–281 (this contains, at Table 1, a list of all known inter-village warfare in the area); and “Bandits in the Siu Lek Yuen Yeuk”, *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 32, pp. 214–215. See also J. W. Hayes, “A Village War”, *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 17, 1977, pp. 185–198. Myron L. Cohen, *Kinship, Contract, Community and State: Anthropological Perspectives on China*, Stanford University Press, 2005, p. 9, stresses the “cultural and economic sophistication of ordinary people in China” and the “high value placed on superior managerial capabilities” (pp. 14–15).
9. The Governor of Hong Kong, Sir Henry Blake, in a dispatch of 16 August 1899 to the Colonial Office said of the village elders of the Yuen Long area: “I found them shrewd and intelligent”, reporting that his visit to the area “impressed me favourably with the people” (no. 243 in *Eastern No. 66, Hong Kong, Correspondence (June 20, 1898 to August 2, 1900) respecting the Extension of the Boundaries of the Colony*, Colonial Office, London, November 1900). The views of other government officers posted to the New Territories in these early days were similar to those of the Governor. The District Officer in 1912 thus spoke approvingly of the “moral influence ... in the maintenance of the public peace” of the village elders (G.N. Orme, “Report on the New Territories, 1899–1912” in *Papers laid before the Legislative Council of Hongkong, 1912* [Sessional Papers], Government Printer, Hong Kong, 1912, No 11/1912, para 15).
 10. D. Faure, *The Structure of Chinese Rural Society: Lineage and Village in the Eastern New Territories, Hong Kong*, Oxford University Press, 1986. Usually, the villages of a *yeuk* would swear an oath to treat all the inhabitants of the other villages of the *yeuk* as “brothers” (兄弟), using the fictive relationship thus established as the basis of the alliance.
 11. In this book, “Ch’ing” is used for the last Imperial dynasty (清, otherwise “Qing”), since it is closer to the English pronunciation. Transcriptions of surnames follow standard Hong Kong practice (e.g. Cheng for Tseng 鄭, Law for Loh 羅, etc.). The reader’s indulgence is earnestly requested for any errors in transcription.
 12. 1688 San On Gazetteer, 卷 10, 11, Cheung Yat-ping, ed. op. cit., pp. 415, 446: 丁半死素被狼戾 和 死喪已過半.
 13. “Rent-charge” is used here to mean a small payment – very much less than the commercial rent – paid as a recognition payment by a *tei pei* landholder to the holder of the *tei kwat* rights. It is used to distinguish the payment from “rent”, by which is meant the full commercial rent, or something close to it, paid by a non-perpetual tenant (a tenant for a term of years or a tenant-at-will) to the holder of the land. Members of the New Territories Land Court found it difficult to find a form of words which described these payments accurately, sometimes calling the payment made by a *tei pei* landholder to the *tei kwat* landholder “rent” and sometimes “rent-charge”. This payment is here called “rent-charge”, since that was the term used most often by the Land Court.
 14. Strictly speaking, “Crown Rent” is payment for permission to occupy and use Crown Land, whereas “land tax” is a tax on private landowners. However, this subtlety does

not really apply in the New Territories, where there were no private landowners, but only perpetual Crown tenants or sub-tenants. The payment made to the Imperial authorities before 1899 was thus actually a Crown Rent, but it is almost universally called “land tax” (occasionally it is called “Crown Rent” by members of the New Territories Land Court and other Hong Kong officials in the period 1900–05). After 1899, the new payment to the new authorities was called “Crown Rent” in English, and is indeed strictly Crown Rent. However, in Chinese it bears the same name as the older land tax payment to the Imperial Chinese authorities (i.e., 糧銀). As far as the villagers are concerned, the payment both before and after 1899 is land tax: more strictly, it was Crown Rent under both jurisdictions. For convenience and clarity, and in accordance with standard New Territories usage, the payment to the Chinese Imperial authorities before 1899 is here called “land tax”, and the payment to the new Hong Kong authorities after 1899 “Crown Rent”.

15. The final statement of the Hong Kong Government on the question of the perpetual tenancy was included in a Proclamation of 28 June 1905, issued by the Colonial Secretary on behalf of the Governor: “In future no perpetual leases will be allowed; but leases must be granted for a definite term of years.” (“Notes for Use in District Land Offices, New Territories”, file C.S.O. 4865/1906, Hong Kong Public Records Office, HKRS No. 15).
16. The 1905 Proclamation (see previous note) stated: “The Government alone collects Crown Rent. Under the Chinese Administration it appears that people illegally bought and sold the right to collect [this] rent. This is an infringement of the law due in its origin to the existence of the Perpetual Lease. ... Delaying in rents will not be allowed”.
17. It is likely that there was something analogous in the western half of the county as well, in the area known as the Sai Lo (西路, “Western Roads”). The whole of the New Territories fell within the “Eastern Roads” part of the county.
18. On the Tung Wo Kuk and the new market at Sha Tau Kok, see P. H. Hase, “The Alliance of Ten: Settlement and Politics in the Sha Tau Kok Area”, in *Down to Earth: The Territorial Bond in South China*, eds. D. Faure and H. Siu, Stanford University Press, 1995, pp. 123–160.
19. The formal names of these markets were 東和墟 (“Tung Wo Market”), and 太和市 (“Tai Wo Market”) respectively.
20. P. H. Hase, “The Alliance of Ten”, op. cit., dates the foundation of the Sha Tau Kok market to about 1820, but 1800 seems more likely to be correct.
21. For the *yeuk* of Ta Kwu Ling, see P. H. Hase, “Cheung Shan Kwu Tsz, an Old Buddhist Nunnery in the New Territories, and Its Place in Local Society”, *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 29, 1989, pp. 121–157, and “Ta Kwu Ling, Wong Pui Ling and the Kim Hau Bridges”, *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 30, 1990, pp. 257–165, and for the *yeuk* of Sha Tau Kok, see P. H. Hase “The Alliance of Ten”, op. cit.
22. But see Deeds 2 and 4 for the limitations of the control enforceable by the ancient clans, even in these parts of the area.

23. For the Six-Day War, including the implications for the social and political history of the area, see P. H. Hase, *The Six-Day War of 1899: Hong Kong in the Age of Imperialism*, Hong Kong University Press, with the Royal Asiatic Society, Hong Kong Branch, Hong Kong Studies Series, 2008.
24. The area of the New Territories is given in J. H. Stewart Lockhart, “Extracts from a Report by Mr Stewart Lockhart on the Extension of the Colony of Hong Kong” in *Papers laid before the Legislative Council of Hongkong, 1899* (Sessional Papers), Government Printer, Hong Kong, 1900, attachment to No. 9/1899, section “Cultivated Land”; the total area of occupied land represents the cumulative total of land surveyed in the Block Crown Lease Survey of 1900–1905, see “New Territories: Land Court, Report on Work from 1900 to 1905” in *Papers laid before the Legislative Council of Hongkong, 1899* (Sessional Papers), Government Printer, Hong Kong, 1906, No. 10/1905, Report by J.R. Wood, para 7, p. 145.
25. In this book, in accordance with standard New Territories usage, “the City” means “the urban area of Hong Kong and Kowloon”.
26. The land population of Cheung Chau was 3,244, but the town also had a floating population of 4,442. The land population of Tai O was 2,248, with a floating population of 5,413, making the total population of both towns, land and sea people combined, about 7,600 (respectively, 7,668 and 7,661). See *Report on the Census of the Colony for 1911*, in *Papers laid before the Legislative Council of Hongkong, 1911* (Sessional Papers), Government Printer, Hongkong, 1911, No. 17/1911, Tables XIXa and XVIII.
27. Government reports suggest many fewer shops than this (74 in Tai Po in 1905, and only 38 in Yuen Long: see J. W. Hayes, *The Great Difference: Hong Kong's New Territories and its People 1898–2004*, Hong Kong University Press, Hong Kong, 2006, p. 51), but it seems likely that these reports count only premises used exclusively as shops, ignoring the many tiny shops and workshops operating from the front rooms of residences.
28. Tai Po (Tai Wo Shi) had a resident population of 472 in 1911, and Yuen Long Market 559 (see *Census Report, 1911*, op. cit., Table XIX). The *Census Report, 1911* does not give exact figures for the Kowloon City Market, since it gives a combined figure for the Market and the villages nearby.
29. *Administrative Reports for the Year 1919: Report on the New Territories for the Year 1919*, “J”, p. 4.
30. The 1911 Census enumerated 674 villages (not including New Kowloon) (*Census Report, 1911*, op. cit., Tables XIX and XIXa). The total land population of the area (also not including New Kowloon) was found to be 80,622. This implies an average size for the village of about 120 persons. The number of villages differs in every official report, because of the difficulty in distinguishing subordinate settlements and separate villages, since the villagers themselves sometimes count some settlements as the one, and sometimes as the other. Since the average family size was about 5, the total number of landward families in the area in 1911, not including New Kowloon, must have been about 16,000, or, including New Kowloon, about 20,000.
31. In this book, “clan” is taken to mean all that group of men (and their wives and unmarried daughters), resident together in one village or village cluster, who believed they

- were descended from a single founding ancestor; or, where a village was lived in by the descendants of two or three closely related founders, then those men (and their women-folk), resident together in the same village or village cluster, who believed they were descended from one or other of the founding ancestors. In practical terms, at the village or village cluster level, “clan” and “lineage” have little difference in meaning.
32. “太公” can, in standard Chinese usage, be used as a general expression of polite respect, but in the ordinary speech of the New Territories it means only “founding ancestor” or “first ancestor”.
 33. See P. H. Hase, “Notes on Rice Farming in Sha Tin”, *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 21, 1981, pp. 196–206. It seems likely that, in the mid-nineteenth century, a substantial percentage of village families had about this amount of rice-land. By the mid-twentieth century, however, with the great growth in village population arising from access to more modern medicine, the average area held per family was well below this. See *Southern District Reports: Islands and Villages in Rural Hong Kong*, ed. J. Strickland, Hong Kong University Press with the Royal Asiatic Society, Hong Kong Branch, Hong Kong Studies Series, 2010, for comments on subsistence problems in the immediate post-Japanese period (1945–60), especially in the Sai Kung area.
 34. Poor families would often exchange the good rice grown on their fields for old and musty rice from the stores of the market-town grain shops, thus getting perhaps 50% more rice to eat than they had grown, even if it tasted poorer.
 35. See J. W. Hayes, *The Great Difference*, op. cit., chap. 6 (“An End to Subsistence Farming: Opening the Way for Urban Development and Country Parks”).
 36. As for instance at Lam Tsuen (林村), where the twenty-three villages of the area (comprising four Punti villages and nineteen Hakka villages) united together to fight off a rich and ancient Punti clan, the united district forming itself into the Luk Hap Tong (六合堂, “Hall of the Six United”), from the six *kap* (甲), or tax units, the area comprised.
 37. See P. H. Hase, “New Territories Poetry and Song”, in *Collected Essays on Various Historical Materials for Hong Kong Studies*, Urban Council, Hong Kong, 1990, pp. 20–32. See also 港澳詩選注, “A Collection of Hong Kong and Macau Poems”, 李暢友 (Lei Cheung-yau), 廣東高等教育出版社, 1997, and 歷史的聲音：歷代詩人詠香港 (“Historical Sounds: Historical Poets writing in Hong Kong”), 胡從經 (Wu Chung-king), Commercial Press, 1997.
 38. See P. H. Hase, “Traditional Life in the New Territories: The Evidence of the 1911 and 1921 Censuses”, *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 36, 1998, pp. 1–92, for detailed discussions on mortality, childbirth, marriage and other demographic features of traditional New Territories life.
 39. There were no contraceptives known to the villagers, who would have viewed such a thing with horror, anyway.
 40. They were very similar to the “bare-foot doctors” introduced by Mao Tse-tung in the 1950s in China.
 41. For discussions of traditional education in the New Territories, see the Bibliography. Myron L. Cohen, *Kinship, Contract, Community and State*, op. cit., pp. 24–25, stresses

the importance of literacy in traditional Chinese society, and summarises his views thus: “Literacy to one degree or another was rather widespread among men ... education ... had equipped a significant number of men throughout the countryside to undertake the literary tasks required in Chinese rural life”. See P. H. Hase, “Traditional Life in the New Territories: The Evidence of the 1911 and 1921 Censuses”, *op. cit.*, for a discussion of village literacy and schooling.

42. The Sai Kung school (the Sung Tsan School) was founded by the Catholic Church in 1927, but its quality was recognised by the Hong Kong Government as equivalent to that of the new schools founded by the Hong Kong Government, and the scholarship system could be used to study there. Sha Tin boys were still taking up scholarships to the Yaumatei Government School in the 1950s for lower secondary education.
43. See the *Annual Reports* of the Director of Education, *passim*. The curriculum was reformed again in 1922. The government tried to get the new curriculum put into use by subsidising with a cash grant any village teacher who followed it. The new curriculum attempted to get teachers to spend only half the time teaching the Classics.
44. Details of several libraries of village scholars from the New Territories survive. The Central Library of the Leisure and Cultural Services Department of the Government of Hong Kong holds the entire library of Yung Sze-chiu (翁仕朝, 1874–1944), who was from the poor Hakka village of Hoi Ha (海下), and about a quarter or a third of the library of Yau Tung-hoi (邱東海), a Hakka from the wealthier settlement of Tsuen Wan (荃灣) who was an almost exact contemporary of Yung Sze-chiu. A catalogue of the books of Cheng Yung (鄭榕) and his father also survives: Cheng Yung’s father was, again, a contemporary of Yung Sze-chiu. Cheng Yung and his father were simple hill-farmers from the poor Hakka village of Uk Tau (屋頭). See P. H. Hase, “Uk Tau and the Books of Cheng Yung” *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 47, 2007, pp. 33–40,
45. Agreement by such a group of village scholars that some young man was fit to take part with them in these gatherings was the formal public acceptance of the young man as a village scholar.
46. There are several such exemplaries, or formularies, in the collection of New Territories books at the Central Library, Causeway Bay, of the Leisure and Cultural Services Department of the Government of Hong Kong, gathered from various New Territories villages. See Plate 13. Hansen, *Negotiating Daily Life*, *op. cit.*, notes that exemplaries (“booklets of model contracts”) were common in the Sung dynasty (pp. 57, 65).
47. The recruitment agencies charged an introduction fee, often quite substantial, so this avenue was mostly taken up by boys from better-off families: work on board a ship was better paid and safer than coolie work, so, where a family could afford the fee, this was where they would send their sons.
48. G. N. Orme, District Officer, New Territories, “Report on the New Territories, 1899–1912”, in *Papers laid before the Legislative Council of Hongkong, 1912* (Sessional Papers), Government Printer, Hong Kong, 1912, No 11/1912, paras 87, 89, 31. Myron L. Cohen, *Kinship, Contract, Community and State*, *op. cit.*, states at some length his view that the villagers of Southern Taiwan were, in the late nineteenth century, very

modern in their general outlook, giving his view that claims to the contrary were essentially political statements by Republican “antitraditionalists” seeking to have the rural population dismissed as mere peasants. This view, however, seems to go too far where the people of the New Territories were concerned.

49. In one village known to the author, every single villager died except one man, his wife, and his aged mother, and this family survived only because of assistance from the father-in-law.

Chapter 1 The Imperial Land Law

1. Neither in the Imperial Land Law nor in the Customary Land Law was there any conception of landownership of the absolute sort implied by the word “freehold”. All land was held by way of tenancies, albeit usually perpetual and hereditary. The concept of “landowner” thus bears a very different meaning to the one it has in the modern Common Law: “landholder” reflects the position more accurately.
2. At the time, this survey was usually called, simply, “The Land Survey”, but it is today usually called the “Block Crown Lease Survey” to distinguish it from other surveys which have been conducted at various dates.
3. H. H. J. Gompertz, *Report on the Work of the Land Court up to 31st December 1901* Appendix No. I to *Report on the New Territory for the year 1901* (Stewart Lockhart), *Papers laid before the Legislative Council of Hong Kong* (Sessional Papers 22/1902), 1902, Government Printer, Hong Kong, pp. 5–9 (hereafter *Gompertz, 1902*), para 8.
4. Members of the New Territories Land Court, in pursuit of this aim, thus researched what books they could find on the subject and interviewed scholars considered to be expert in the Chinese Land Law. The members of the Land Court seem to have spent some seven months in 1900 thus studying the Imperial Land Law (see Peter Wesley-Smith, *Unequal Treaty, 1898–1997: China, Great Britain, and Hong Kong’s New Territories*, Oxford University Press, rev. ed. 1998, pp. 131, 134). H. H. J. Gompertz, the President of the Land Court, in particular researched the provincial decrees during this period and found there the decree discussed below making concessions to the poor on the registration of newly reclaimed land for the land tax. In 1903, when Cecil Clementi, Assistant Registrar-General in the Hong Kong Government, was appointed to the Land Court, he “made frequent visits to San On ... to confer with the Chinese District Magistrate over various land deeds, some forged and others misconstrued” (Hong Kong Public Records Office, HKMS 178/D-S No 1–31, a typewritten “Record of the Public Services of Cecil Clementi, M.A. (Oxon.), Assistant Colonial Secretary, Hong Kong” – for the background to this “Record”, see J. W. Hayes, *The Great Difference*, op. cit., chap. 3, n. 52, and Bibliography, p. 260, “Clementi”), which enabled him to make informed and sound decisions on contentious cases.
5. *Memorandum on Land*, Mr Messer and Mr Ts’ui, Appendix No. III to *Report on the New Territory during the First Year of British Administration* (Stewart Lockhart), *Papers laid before the Legislative Council of Hong Kong* (Sessional Papers 15/1900), 1900, Government Printer, Hong Kong, pp. 266–269 (hereafter *Messer and Ts’ui*,

- 1900); Mr B. Shepherd, *Memorandum of Work done in the Land Office, Hongkong, in Respect of the New Territories for the Year 1899*, Appendix No. VIII to *Report on the New Territory during the First Year of British Administration* (Stewart Lockhart), *Papers laid before the Legislative Council of Hong Kong* (Sessional Papers 15/1900), 1900, Government Printer, Hong Kong, pp. 277–279 (hereafter *Shepherd, 1900*); Mr H. H. J. Gompertz, *Some Notes on Land Tenure in the New Territory*, Appendices No. I, Ia, 2 to *Report on the New Territory for the Year 1900* (Stewart Lockhart), *Papers laid before the Legislative Council of Hong Kong* (Sessional Papers 28/1901), 1901, Government Printer, Hong Kong, pp. 9–18 (hereafter *Gompertz, 1901*); Mr H. H. J. Gompertz, *Report on the Work of the Land Court up to 31st December 1901*, Appendix No. 1 to *Report on the New Territory for the Year 1901* (Stewart Lockhart), *Papers laid before the Legislative Council of Hong Kong* (Sessional Papers 22/1902), 1902, Government Printer, Hong Kong, pp. 5–9 (hereafter *Gompertz, 1902*). See also *New Territories: Land Court, Report on Work from 1900 to 1905* in *Papers laid before the Legislative Council of Hong Kong* (Sessional Papers), 1905, No 10/1905, 1906, Government Printer, Hong Kong, pp. 143–152. This Report comprises separate reports written by J. R. Wood, C.McI. Messer, and C. Clementi.
6. *Gompertz 1901*, Appendix No. 1, para 1: “It is the commonly received opinion that in China the Crown is the universal land lord in whom the ultimate ownership of all landed property is vested”; Williams, *Middle Kingdom*, Vol. II, quoted in *Gompertz 1901*, loc. cit.: “The land is all held directly from the Crown”; *Messer and Ts’ui 1900*, para 1: “Land according to Chinese tenure is held as freehold by grant from the Crown”. In all three citations, the extract quoted is the very first sentence given on the Chinese Land Law. In all these extracts, members of the Land Court used the term “Crown” rather than “imperial” for acts of state in the imperial period. In this book, the term “imperial” is used. See also M. J. E. Palmer, “The Surface-Subsoil Form of Divided Ownership in Late Imperial China: Some Examples from the New Territories of Hong Kong”, *Modern Asian Studies*, Vol. 21–1, 1987, pp. 1–119, p. 4: “Rights of ... ultimate ownership [of land] were vested in the Emperor and justified by the general principle of ideological absolutism that ‘everywhere under Heaven there is no land that is not the Emperor’s’ (普天之下莫非皇土)”.
 7. In the event that land tax was taken from a citizen and receipts issued but a subsequent lawsuit showed that some other citizen had a better claim, then the Crown would cancel the land tax certificate of receipt (*chap chiu*) and reissue it to the better claimant; see Deed 4B.
 8. *Gompertz 1901*, para 2. Gompertz states that he found this decree in the printed collection of Kwangtung Provincial Decrees. This is the collection 粵東省例新纂 [“A New Collection of Kwangtung Provincial Decrees”], printed in Tao Kuang 26 (1846) and now reprinted by 成文出版社, Taipei, 1968. The decree is the one entitled 墾種官荒 [“On Opening Imperial Wastes for Agriculture”], issued in 1832, and is at pp. 159–161 of Vol. 1 of the reprint.
 9. Palmer, op. cit., p. 15.

10. *Gompertz, 1901* Appendix No. 1, para 2: “It was the custom for a grant of such land to be made to proper persons without premium on their complying with the regulations laid down for applicants”.
11. *Gompertz, 1901* Appendix No. 1, para 2: “In order to manifest compassion for the cultivators”: the decree states that the concession was for those who reclaimed land “to grow vegetables, or a little grain”.
12. Oral information given to the author in the early 1980s by various Sha Tin village elders, mostly born 1910–20.
13. *Gompertz, 1901*, op. cit., para 11.
14. Stewart Lockhart, *Extracts from a Report by Mr Stewart Lockhart on the Extension of the Colony of Hong Kong (Papers laid before the Legislative Council of Hongkong [Sessional Papers], 1899 No. 9/99)*, states that first-class land was taxed at “about” 36 cents the acre, second-class at “about” 24 cents the acre, and third-class at “about” 15 cents the acre: all these figures are very approximate, and it may be that the tax levied on third-class land was nearer 12 cents the acre. However, Lockhart was under a misapprehension that the local *mau* was 6.1 to the acre, rather than the more accurate 4.8 to the acre, so these figures should probably be reduced by about a fifth (see Appendix).
15. Dry-cultivation was hillside land which could not be flooded since it lay above the highest level to which leats could be led, or else comprised sandy lowland areas through which water ran away. Since such land could not be flooded, crops depended on rainwater for growth, hence they could not usually be used in the dry season. Rice could not be grown on either type of land. In the New Territories, dry-cultivation land was used mostly for growing sweet potatoes, peanuts, or, occasionally, barley.
16. Hill-paddy was land on hillsides where water could be brought to flood the land but only in the wet season, since the land lay too high for leats to be led there from permanent streams: such land depended on water from seasonal streams. Such land could normally thus only grow one crop of rice a year, sometimes with a dry-season crop of sweet potatoes as well.
17. *Messer and Ts’ui, 1900*. Messer and Ts’ui state that a “very insignificant land tax” was paid by “building land and orchards”, but in the vast majority of cases it would seem that no land tax at all was charged on such land. A very small land tax was, however, charged on building land and probably on orchards and such property in towns and cities, where the buildings could not be said to be adjuncts to taxed arable land.
18. *Gompertz, 1901*, Appendix No. 1, para 23: “A person who has a grant of land from the Chinese Government has in effect a perpetual lease, subject to the payment of Crown Rent [i.e., land tax]”; *Messer and Tsui, 1900*: “The proprietors record their names in the district’s registry as responsible for the tax, and their possession is legally secure so long as that is paid.” Palmer quotes approvingly the dictum of Jamieson: “The private owner of land ha[d] as absolute a property in it as he can have under any government.” Palmer, op. cit., pp. 4–5, taken from G. Jamieson (and others), “Tenure of Land in China and the Condition of the Rural Population”, *Journal of the North China Branch of the Royal Asiatic Society*, Vol. 23, N.S., 1888, pp. 59–174.

19. *Messer and Ts'ui, 1900*. The Ch'ing Code suggested that the land should not be forfeited in such circumstances. G. T. Staunton, *Ta Tsing Leu Lee: Being the Fundamental Laws, and a Selection from the Supplementary Statutes, of the Penal Code of China*, Cadell and Davies, London, 1810, section 90; G. Boulais, S.J., *Manual du Code Chinois*, Imprimerie de la Mission Catholique, Shanghai, 1923, para 445. However, the law required all arrears of land tax to be collected from the perpetrator. This must, in many cases, have been impossible, and forfeiture would have been the fall-back penalty imposed. This is undoubtedly why Messer and Ts'ui give this as the appropriate penalty. Boulais wrote his book in the 1890s, although it was not published until 1923. He translates a later edition of the Code than Staunton (the edition of 1890): his treatment is much fuller, as he translates a Commentary on the Code as well as the Code itself, and gives in addition selections of case law and comments of his own. However, the version of the Code Boulais used seems (in the sections relating to land) in no significant way different from Staunton's, so Staunton's is used here to avoid retranslating from the French. The best modern edition of the Code is *The Great Qing Code*, trans. William C. Jones (assisted by Tianquan Cheng and Yongling Jiang), Clarendon Press, Oxford, 1994. The text of the Code as given by Jones includes the "interlinear commentary" and the "notes", in italics and square brackets and parentheses. Here the translation of Staunton is used for its simplicity, but with references to the Jones text as appropriate.
20. *Gompertz, 1901*, para 23. There were special rules to protect the poor: poor men making salt or exploiting minerals with their own labour on their own land were exempt from the requirement for an imperial licence, unless the works proved very profitable. Brickworks and other such uses required an imperial licence if they were very large in scale.
21. Cancellation of an imperial grant where land was required to build a new imperial fortress took place, for instance, in Pun Yue (Panyu, 番禺) County, probably in the context of the First Anglo-Chinese War (1840–42); see J. W. Hayes, "Hong Kong Island before 1841", *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 24, 1984, pp. 124–125. At the time of the Coastal Evacuation, the land tax ceased to be collected from the land affected by the Evacuation. The legal ownership of this land was thereby cancelled, as the imperial grant was no longer in place. When the county was re-established, after the Coastal Evacuation Edict was rescinded, the new Magistrate asked the old land tax payers to come forward: those willing to resume paying the land tax were reinstated as imperial grant holders. If no one came forward, the land remained imperial land until such time as a suitable new imperial grantee presented himself and offered the land tax for the land.
22. CSO Ext. 89/1900, Public Records Office, Hong Kong: "These pans formerly belonged to certain people at Sha Tau Kok but were confiscated by the Government for non-payment of dues". Elsewhere in this file it is suggested that salt-pans at Tuen Mun were confiscated as part of the same exercise. It is probable that the salt-pans had been constructed by the local villagers, who had not taken out any imperial licence. The new licence holder, however, felt it politic to rent the fields back to the previous owners (at both Sha Tau Kok and Tuen Mun), who thus still ran their fields, but subject to a rent to the new licence holder.

23. This confiscation of land at San Tin is mentioned in several places, including *Messer and Ts'ui, 1900*, and *Shepherd 1900*, para 10.
24. Staunton, op. cit., sect. 91, Boulais, op. cit., paras 445, 449–451, Jones, op. cit., pp. 115–116.
25. *Messer and Ts'ui, 1900*: “The land comprised in the original grant can be sold by the proprietors in sub-divisions, and is most usually sold in perpetuity”.
26. G. T. Staunton, *Ta Tsing Leu Lee*, op. cit.; Boulais, op. cit., para 444. Jones, op. cit., p. 114. See *Messer and Ts'ui, 1900*.
27. *Report on the New Territory during the First Year of British Administration in Papers laid before the Legislative Council of Hongkong 1900* (Sessional Papers) No. 15/1900.
28. *Messer and Ts'ui, 1900*.
29. *Gompertz, 1901*, quoting Williams, *Middle Kingdom*, Vol. II, “The land is all held directly from the Crown, no allodial property being acknowledged; if mesne lords existed in feudal times they are now unknown.” Allodial property is freehold land, land held without any superior lord. Mesne lords are intermediate lords, between the cultivator and the Crown.
30. G. T. Staunton, *Ta Tsing Leu Lee*, op. cit. Palmer, op. cit., p. 23 notes that specific imperial edicts were addressed to the High Provincial Authorities of Kwangtung in 1724 and 1818, demanding that these requirements of the Ch'ing Code be strictly enforced (quoting Hsiao Kung-chuan, *Rural China: Imperial Control in the Nineteenth Century*, University of Seattle Press, 1960, p. 133).
31. G. T. Staunton, *Ta Tsing Leu Lee*, op. cit. Jones, op. cit., p. 117.
32. G. T. Staunton, *Ta Tsing Leu Lee*, op. cit., section 95, Jones, op. cit., pp. 118–119.
33. Palmer, op. cit., p. 64: “The state was the nominal owner of all waste land”.
34. Palmer, op. cit., p. 14.
35. Chinese characters unknown, as the present-day descendants cannot remember the characters. The surname 姚 (“Yiu”) is here transcribed “Yu” as this is how it is transcribed in the Block Crown Lease.
36. Ho Chan's family fell before the paranoid fear of the second Ming Emperor, from 1403, but his lands fell into the hands of the Tangs thereafter. Sections of the Tang clan were among Ho Chan's closest allies and followers. Ho Chan moved branches of the Tang clan into the areas of his grants (Tai Po Tau, 大埔頭, Loi Tung, 萊洞, and, probably, Ha Tsuen, 廈村) to control them: these branches of the Tangs claimed these areas after the fall of the Ho family. Descendants of Ho Chan remained as a major clan in the Sham Chun (Shenzhen, 深圳) area.
37. G. T. Staunton, *Ta Tsing Leu Lee*, op. cit.; Boulais, op. cit., para 460, Jones, op. cit., pp. 116–117.
38. G. T. Staunton, *Ta Tsing Leu Lee*, op. cit., section 95; Boulais, op. cit., 476, Jones, op. cit., p. 118.
39. G. T. Staunton, Boulais, Jones, loc. cit.
40. G. T. Staunton, *Ta Tsing Leu Lee*, op. cit., section 97; Boulais, para 513, Jones, op. cit., pp. 119–120. *Messer and Ts'ui, 1900*, op. cit., note this requirement of the law: “Land that has once been registered but the cultivation of which has been abandoned is not

- resumed by Government. It has to pay the same tax as when it was under cultivation”; “Should a Crown Grantee die without off-spring, the land should be taken up by his nearest heir, and duly cultivated by him. Only if the entire clan died out, so that the Crown Grantee had no surviving relatives, would the land revert to the Crown”.
41. G. T. Staunton, *Ta Tsing Leu Lee*, op. cit., section 90; Boulais, op. cit., para 446, Jones, op. cit., pp. 114–115.
 42. G. T. Staunton, *Ta Tsing Leu Lee*, op. cit., section 93; Boulais, op. cit., para 512, Jones, op. cit., p. 117.
 43. G. T. Staunton, *Ta Tsing Leu Lee*, op. cit., section 95; Boulais, op. cit., paras 498, 477, Jones, op. cit., p. 119. Boulais notes in his supplementary material that the mortgagee had to return the property in the same condition he received it: if it had become dilapidated under his control, he had to make it good before returning it.
 44. G. T. Staunton, *Ta Tsing Leu Lee*, op. cit., section 96; Boulais, op. cit., para 478, Jones, op. cit., p. 117 and 119, but with somewhat different distinction from Staunton’s (“wrongly cultivates and sows the fields of another” with a lower penalty if the land was uncultivated, and with a higher one if force was used). The Ch’ing Code does not discuss the differences between “occupying” the land of another and “ploughing and sowing” the land of another. The penalties for “occupation” were the more severe. The probable distinction is that “occupation” involved a wrongful claim to own the lands in question, while the sanctions for “ploughing and sowing” were for cases where someone did not claim to own the lands but made wrongful claims to have a valid tenancy to them.
 45. G. T. Staunton, *Ta Tsing Leu Lee*, op. cit., section 98; Boulais, op. cit., para 514, Jones, op. cit., pp. 120–121 (the translation by Jones refers to “tangible personal property” rather than “implements or utensils of husbandry”, but it is clear from the context that farming equipment is what the Code has in mind here). The section goes on to provide sanctions for those damaging tombstones or “the figures of domestic or rural deities”, or the ancestral tablets of another, or anyone damaging the houses or other buildings of others.
 46. G. T. Staunton, *Ta Tsing Leu Lee*, op. cit., section 99; Boulais, op. cit., para 516, Jones, op. cit., p. 121.
 47. 1688 San On County Gazetteer, 卷 6, Cheung Yat-ping, ed., op. cit., p. 336.
 48. Palmer, op. cit., p. 5, n. 8.
 49. Tung-tsu Chü, *Local Government under the Ch’ing*, Harvard East Asian Monographs No. 143, Harvard University Press, 1988, pp. 131–132.
 50. 1819 San On Gazetteer, 卷 8, Cheung Yat-ping, ed., op. cit., p. 336.
 51. J. Stewart Lockhart, *Report on the Extension of the Colony of Hong Kong* (op. cit.), section “Cultivated Land”. Lockhart states that this figure is “in round figures”. The figure was taken from information given Lockhart when he visited the Magistrate at Nam Tau.
 52. If, indeed, there was any increase at all: “420,000” may well be an error, a mistranslation of a verbally reported “402,000” (this sort of error is very common indeed between Chinese and English).

53. Quoted by Palmer, *op. cit.*, p. 19 from CSO 807, 1906, Hong Kong Public Records Office. The official was exaggerating: sometimes it was very much in the interests of a citizen to register his land for the land tax (as at Deed 4A), but it was certainly rare.
54. Deed 2 may be a case in point, and Deeds 4B and 4C certainly are.
55. This is the more likely, since a calculation in Fa Yuen County (花縣, Huaxian) (considerably closer to Canton than San On, and generally more fertile) suggests that 40% of the arable there escaped land tax (Jiang Luo, “廣東花縣農村經濟概況”, in 中國農村, Vol. 1.4, 1935, pp. 431–440 [61–70], quoted in Palmer *op. cit.*, p. 17, n. 38).
56. Lockhart, *Report on the Extension of the Colony of Hong Kong, 1899*, *op. cit.*, section “Cultivated Land”. The “reliable source” is probably the County Magistrate.
57. Gompertz, 1901, *op. cit.*, para 9.
58. James L. Watson, “Hereditary Tenancy and Corporate Landlordism in Traditional China: A Case Study”, *Modern Asian Studies*, Vol. 11–2, 1977, pp. 161–182, reprinted in James L. Watson and Rubie Watson, *Village Life in Hong Kong: Politics, Gender and Ritual in the New Territories*, Chinese University Press, Hong Kong, 2004, pp. 145–166, also notes the implications on the Land Law of the absence of any cadastral surveys during the last centuries of imperial rule.

Chapter 2 The Customary Land Law

1. P. H. Hase, “Village Rules on the Protection of the Village Trees and Associated Matters”, *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 51, 2012, pp. 31–56. These village by-laws differed from village to village, although they tended towards similarity.
2. “Usufruct” is here taken to mean the right to till the soil and to take and use the products of tillage, and to take minerals from at or near the surface of the soil.
3. Gompertz, 1901, para 9.
4. Gompertz, 1901, paras 16, 18; Gompertz, 1902, *Messer and Ts’ui*, 1900.
5. “Rack rent” is here taken to mean “the full commercial rent”, that is, the full market rent, without any deductions.
6. If the rented land was used for some other purpose than growing rice, e.g., keeping pigs or chickens, or for the growing of vegetables, the rent was still assessed at fifty per cent of the notional rice crop, even if the actual use was more profitable than the growing of rice.
7. Rates of Crown Rent were slightly higher in New Kowloon, to reflect the greater value of land there. These rates of Crown Rent were to remain unchanged right through until the end of British administration, when the incoming administration raised them to a more realistic figure.
8. The 1899 average wage for a coolie is taken from the contemporary government “Blue Book” of statistics, supported by numerous references in the Hong Kong newspapers of that date. The daily wage rate implies a monthly income of about \$6. The wage rate for coolies in Hong Kong in 1867 was about the same (\$7 a month): see W. F. Mayers, N. B. Dennys, C. King, *The Treaty Ports of China and Japan: A Complete Guide to*

the Open Ports of those Countries, together with Peking, Yedo, Hongkong and Macau, forming a Guide Book and Vade Mecum, London, 1867, “Hongkong”, p. 24. Coolie wage rates are not an entirely suitable yardstick to use, but are the best available to estimate the real cost of expenditure in this period.

9. See file CSO 9284/1903 Ext. – P.R.O. Hong Kong, doct. HKRS 58 D-5 1/23 (31).
10. See Deeds 53 and 57.
11. See Deed 18.
12. 清代科舉考試述略, 商衍鎰 (“A Study of the Ch’ing Examinations”, Sheung Yin-lau), 文海出版社 (近代中國史科叢刊總編第二十二輯), 1946, states that every candidate had to “demonstrate their status” as natives of the county in which they proposed to take the preliminary examination, but does not say how this “demonstration” was accomplished. Benjamin Elman, *A Cultural History of Civil Examinations in Late Imperial China*, University of California Press, 2000, p. 8, states: “The Ming and Ch’ing dynasties required proof of local residency for all candidates”, but does not go on to state how this was done (Elman speaks of “local residency”, but there can be no doubt that what was required was proof of “native place status”).
13. Jones, op. cit., pp. 82–83.
14. The Director of Education might, and frequently did, require a candidate recommended by the County Magistrate to undergo a period of instruction in the County School before certifying him as a suitable candidate for the examination.
15. The County Magistrate’s recommendation for entry to the preliminary examination was also seen as guaranteeing the candidate’s clean status (no criminals or degraded professions within three generations of the paternal family) at the prefectural and subsequent examinations.
16. Not to mention the likely refusal of graduates to certify anyone not from their own clan, so as to try to improve the chances of their own clansmen graduating.
17. Such clan genealogical records are referred to in this book as *Tsuk Po*.
18. Anyone appearing before the Magistrate had to show that they were “good citizens” (良民). Paying tax in full and on time was part of what made a “good citizen”. Anyone whose family was not on the Land Tax Register was therefore at risk of being seen as not a “good citizen”, and this would have made such a man somewhat of a suspicious character. This could have been a problem, since so high a percentage of the population of South China was not of a family on the Register, but the great bulk of that population would never have dreamed of approaching the Magistrate or his court.
19. A copy of this *Tsuk Po* can be found in the library of New Asia College, the Chinese University of Hong Kong, within their collection of “Historical Literature, Sha Tin”.
20. See the Appendix for a note on measures.
21. According to Wai clan and other Sha Tin village elders’ oral testimony to the author (from elders born about 1910, information given to the author in the early 1980s). See also Deed 25.
22. That is, working for food, shelter, and basic clothing, but without wages.
23. Information from the Wai clan *Tsuk Po* and oral information from Wai clan elders born 1910–1920, given to the author in the early 1980s.

24. See *New Peace County: A Chinese Gazetteer of the Hong Kong Region*, translated by Peter Y. L. Ng with Hugh D. R. Baker, pp 58 and 94, and 深圳舊志三種 (“Three Ancient Gazetteers of Shenzhen”), Cheung Yat-ping (張一兵), ed., op. cit., p. 825. See also P. H. Hase, “The Alliance of Ten: Settlement and Politics in the Sha Tau Kok Area”, in *Down to Earth: The Territorial Bond in South China*, ed. D. Faure and H. F. Siu, Stanford University Press, 1995, pp. 256–7, n. 22. The Hakka had been able to take part in the San On military examinations from 1716: they had been given a quota for the civil examinations in 1716 as well, but this was cancelled in 1735 and only re-established in 1802.
25. Messer and Ts’ui, 1900; Gompertz, 1901, paras 4, 5; Stewart Lockhart, *Report on the New Territory during the First Year of British Administration (Papers laid before the Legislative Council of Hongkong, (Sessional Papers), 1900 No. 15/1900)*.
26. This point is specifically noted in Gompertz, 1901, paras 4, 5.
27. James L. Watson, “Hereditary Tenancy”, op. cit., is a study of the relationship between a master-village (the Man clan of San Tin) and a tenancy village of this character, of the “Lam” clan (a pseudonym). He notes that both the holder of the *tei kwat* rights and the holder of the *tei pei* rights were ancestral trusts, and that the relationship between the two groups was “an exchange between corporations”: “the Man, in effect granted tenure to the Lam lineage as a whole”. The rent charged to the *tei pei* tenants averaged forty per cent of the crop. He notes that “strict rules ensured that none of the land could ever be sold to outsiders” and that the Man clan “would not allow sale of land to strangers”. Watson considers the relationship to be one which “verged on servitude”, “a form of hereditary servitude” albeit, “a rather mild form of servitude”. Watson notes that the Lam clan had to pay “protection fees” to the master-clan and had to provide men for the master-clan militia.
28. Indeed, it seems that the size of the rent or rent-charge demanded was the determinant as to whether a village was a “tenant village” or an “allied village”.
29. Palmer, op. cit., especially pp. 33 et seq. Watson, “Hereditary Tenancy”, op. cit., p. 161.
30. Today usually called 烏溪沙.
31. Information is taken from oral information given to the author from elders of the Liu clan of Wu Kai Sha (born about 1920, given to the author in the early 1980s), who claim a distant relationship with the Sheung Shui Lius and who claim to have been settled there by the main clan to care for the grave. It is entirely unclear how the Lius’ claim that the ownership of a grave gave them the *tei kwat* rights over the whole of the surrounding district could be justified.
32. The recorded population in the 1911 Census was 825, with a further 135 in Wu Kai Sha (see the Census Report, 1911, op. cit., Table XIX), but many of the men were, in 1911, working as seamen and were thus out of the area on Census Day. See *Papers laid before the Legislative Council of Hongkong (Sessional Papers), 1911, No 17/1911, Table XIX*. For the seriousness with which the Lius viewed their control of the area, see S. Ticozzi, *The Catholic Church and Nineteenth Century Village Life in Hong Kong*, in *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 489 (2008), pp. 111–149, especially pp. 125–127, which is an account of the repulsing of an armed

attack by the Lius on the Catholic converts of the area (about 1867), who were seen by the Lius as endangering their control.

33. See Deed 4B. The island had been in their hands since “the previous dynasty”.
34. Population details from the 1911 Census Report, *op. cit.*, Table XIXa.
35. See Appendix No. 2 (“Report upon the Ownership of Ts’ing I Island”), H. H. J. Gompertz, President, Land Court, attached to J. H. Stewart Lockhart, *Report on the New Territory for the Year 1900*, in *Papers laid before the Legislative Council of Hongkong 1901* (Sessional Papers), Government Printer, Hong Kong, 1902, No. 26/1901, pp. 17–18. The reported population in the Census Report (*op. cit.*) of 1911 is 374, comprising 211 males and 163 females. This probably represents a population of some 330 persons settled in the Tsing Yi villages, and about forty to fifty men employed by various industrial concerns on the island. These industrial concerns were also, probably, operating through tenancies from the Tangs.
36. Palmer, *op. cit.*, p. 27, n. 67, states that down-payments usually ranged between ten per cent and three years’ rent, with higher down-payments where rents were low.
37. The Siu Wang Tso (兆宏祖): see Deed 116.
38. Palmer, *op. cit.*, also discusses this point, as does Watson, “Hereditary Tenancy”, *op. cit.*
39. *Messer and Ts’ui, 1900*: “The cultivators, who have paid rent for years to the clans, in view of the fact that the land had not been registered, were afraid to dispute the rights of ownership, as they anticipated it would result in the land being resumed by Government and they would be thus deprived of their right of cultivation”.
40. *Gompertz, 1901*, *op. cit.* para 17.
41. Palmer, *op. cit.*, and Watson, “Hereditary Tenancy”, *op. cit.*, both date the establishment of these forms of hereditary tenancy to the Ming.
42. *Gompertz, 1901*, para 6. The mention of small grants of money, and the promise of “easy terms” must reflect memories of the work done by Lei Ho-shing (Li Kecheng, 李可成), who was the County Magistrate immediately after the rescission of the Coastal Evacuation, to bring about the rehabilitation of the area.
43. CSO Ext 280, 1904, quoted by Palmer, *op. cit.*, p. 3, n. 4.
44. Oral information to the author by various village elders (elders born about 1910–20, given to the author in the early 1980s).
45. *Messer and Ts’ui, 1900*, *op. cit.*
46. G. Boulais S.J., *Manuel du Code Chinois*, Imprimerie de la Mission Catholique, Shanghai, 1923, para 506, notes that, in the Shanghai area, *tei kwat:tei pei* relationships were known, but the only variant known there was where the *tei pei* tenant, while holding a perpetual tenancy, was paying a heavy rack rent, and the tenancy was, clearly, a rack rent tenancy, even if perpetual.
47. It is probable that the Coastal Evacuation affected the New Territories considerably more seriously than other coastal areas. The first Magistrate after the Evacuation, as noted above, was sure that at least half of the population died, which is more than is said of other areas. He also speaks of the returnees milling around hopelessly until they died of hunger where they stood. He had to spend heavily from his private income to buy plough-cattle to give them, to get them back onto the land. The strategic importance of

- the New Territories area (anyone controlling it controls the entrance to the Pearl River and the access to Canton) is probably the reason why the Evacuation was enforced more harshly than elsewhere.
48. See J. W. Hayes, “The Use of Hill Land” in *The Rural Communities of Hong Kong: Studies and Themes*, (Oxford University Press, Hong Kong, 1983), pp. 179–182; “Graves”, *The Rural Communities of Hong Kong*, op. cit., pp. 209–212; “Stakenet and Fishing Canoe: Hong Kong and Adjacent Islands in the 19th and early 20th century: The Sea and the Shore in Social, Economic and Political Organization”, in *Proceedings of the Eighth International Symposium on Asian Studies*, 1986 (Asian Research Service, Hong Kong), pp. 573–598; and (with Jack Tin), “Some Aspects of Traditional Life in Hong Kong: The Village Fisheries”, in *Proceedings of the Ninth International Symposium on Asian Studies*, 1987 (Asian Research Service, Hong Kong), pp. 53–63.
 49. Not every villager knew which plants or which parts of the plant had medicinal value, or how to prepare them for market. Elders of mountainside villages (especially Mau Tso Ngam, 茂草岩), born about 1920, told the author (in about 1990) that families which had this information would guard it jealously and would pass it down from father to son, since it was of significance to the family’s livelihood.
 50. Oral information given to the author by Ho Chung elders (born about 1920, information given to the author about 1990).
 51. Oral information given to the author by Wong Chuk Yeung elders (born about 1910, information given to the author in the early 1980s).
 52. Oral evidence from Wong Chuk Yeung and Tai Wai villagers (born about 1910–20, information given to the author in the early 1980s). So well wooded was the Wong Chuk Yeung valley that it was a regular haunt of tigers, which, even as late as 1945, terrorised the villagers in the breeding season.
 53. Oral evidence from Wong Chuk Yeung elders (born about 1910, information given to the author in the early 1980s).
 54. Oral evidence from Wong Chuk Yeung elders (born about 1910, information given to the author in the early 1980s).
 55. See Deed 45.
 56. Oral evidence from Wo Hang elders (born about 1920, information given to the author in about 1990).
 57. See P. H. Hase, “Village Rules on the Protection of the Village Trees”, *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 51, 2012, pp. 31–56.
 58. This should not be taken as in any way a statement that the imperial authorities saw the Customary Land Law as “superior” to the Imperial Land Law: the imperial authorities were taking the easy way out and making decisions which would be easily accepted in the village concerned, and cause them the least trouble. Whenever pressed (as by the Hong Kong Government in 1898), they stated that the Imperial Land Law was the only law recognised and was universal in its application.
 59. Details of the reasons for the war, the “unjust attempts to squeeze rents from Lam Tsuen”, are noted on the inscription recently erected in the Tin Hau Temple at Lam Tsuen, in the Hero Shrine dedicated to the villagers who died in this war. The enemy

were probably Lung Yeuk Tau, possibly Sheung Shui, but it is probable that, after the war, the rent-charge was no longer paid from any of the Lam Tsuen villages to either (since it is unlikely that any land tax was paid from this area, this would not have affected land tax receipts, or caused the Magistrate of San On to take notice).

60. Lockhart, *Report on the New Territory during the First Year of British Administration*, op. cit.
61. *Shepherd*, 1900, op. cit., para 11.
62. This ruling was issued in 1905 (see “Notes for Use in District Land Offices”, file CSO 4865/1906, Hong Kong Public Records Office). The Hong Kong authorities had previously rejected the claims of the *tei kwat* landholder on Hong Kong Island and in British Kowloon (1841–43, 1859–60).
63. For some time, it was proposed that the cultivators should pay the new British Crown Rent and that, if their old rent to the *tei kwat* landholder had been higher than that, then the excess should be paid to the *tei kwat* landholder, but eventually this proposal was dropped.
64. The Cheung Chau villagers were to become extremely annoyed that they alone, of all the New Territories *tei pei* landholders, were not given full rights to their land by the new British administration, and the *tong* was in fact to be dispossessed of its Cheung Chau holdings as part of the handover arrangements between Britain and China in 1997.
65. Lockhart, *Report*, 1898; Lockhart, *Report on the New Territory during the First Year of British Administration*, 1900; Messer and Ts’ui, 1899; Lockhart, *Report on the New Territory for the Year 1900*; Gompertz, 1900; *Land Court, Report on Work from 1900 to 1905*; Report of C.M. Messer; all op. cit.
66. They were allowed to claim a piece of waste land equal in area to the area covered by their Ch’ing land deed, if the local people did not object. Since effectively, however, all land capable of being used was in use and covered by the new Block Crown Lease Survey, the *tei kwat* landholders being compensated considered the offer somewhat derisory, and they had difficulty finding any land which would justify their expenses in opening it up. See CSO 208/1902 (Ext), Public Records Office, Hong Kong.
67. *Annual Report, New Territories, 1909 (Hong Kong Administrative Reports, 1909, “H”)*.
68. Cutting of trees within *fung shui* woods for repair to temple buildings or statues was permitted, within reason. Timber for house-building was, usually, imported (it had almost invariably been imported in the years before the takeover by the Hong Kong Government, tall trees suitable for use as roof-beams having been cut down long before).
69. I am very grateful to Dr James Hayes for giving me a copy of a forestry licence of 1923.
70. Deed 73 is cast as a simple and absolute sale of the Forestry Lot, but, despite the dubious legal character of the sale, it seems to have been registered at the Land Office. Deed 75, which is also cast as an absolute sale of a Forestry Lot, is, like, Deed 73, on Stamp Duty paper but was never registered at the Land Office. Deed 76, which is cast as an absolute sale of a grass-bearing hillside, was a white deed and made no pretence of being in any way a legal deed.
71. 31,746 trees were planted during 1902, together with pine-seeds sown expected to produce a further 46,800 trees, see *Report on the New Territory for the Year 1902*, in *Papers laid before the Legislative Council of Hongkong, 1903 (Sessional Papers)*, p. 339.

72. *Annual Report, New Territories, 1922 (Hong Kong Administrative Reports, 1922, "J")*. The District Officer stated there: "In several cases [of government afforestation] active hostility was shown, the plantations being wantonly destroyed by unknown persons. The reason for this vandalism lies mainly in the fact that ownership of trees involves a certain control by their owner over the land in which they are planted, and although the waste lands round the villages are now technically the property of the Crown the villagers continue to regard them as theirs and resent encroachments by individuals accordingly."
73. See J. W. Hayes, *The Great Difference*, op. cit., p. 63.
74. For an overview, see J. W. Hayes, *The Great Difference*, op. cit.

Chapter 3 Registration for the Land Tax and the Collection of Land Tax

1. Strictly speaking, this *ad valorem* charge comprised two separate charges, one of three per cent, which was the processing fee proper (契銀), and another fee of one per cent, which was used to offset the expenses of the state examinations (科場銀). Boulais, op. cit., para 483, states that the three per cent fee was a legal requirement set out in the Code; the 1% fee must have been a Kwangtung Province requirement. The requirements for the memorial were also set out in the Code, Boulais, op. cit., para 481. Hansen, *Negotiating Daily Life*, op. cit., notes that 4% was the standard stamping fee from the sixth century until 1119.
2. To reduce the *ad valorem* processing fee, the purchase price as stated in the deed was often less than the actual price really paid. *Messer and Ts'ui, 1900*, op. cit., refer to one deed in which an actual purchase price of \$4,000 dollars was stated to be only \$474.
3. In some late deeds, fewer official seals were chopped onto the deed. At the least, however, the seal chopped half onto the deed and half onto the memorial and the seal chopped over the sale price as stated in the deed, to show the processing fee had been paid, were always present.
4. Stewart Lockhart, the Colonial Secretary, Hong Kong, visited the County Magistracy in 1898 and copied out this document as part of his preparations for the takeover of the New Territories, so the Hong Kong Government would have been aware of who was entered as a land tax payer and the amount of land tax he was registered as liable for. Palmer, op. cit., n. 125. Unfortunately, this copy does not seem to survive.
5. 1819 新安縣志 (San On County Gazetteer), 卷十四下; translated by Peter Y. L. Ng with Hugh D. R. Baker, *New Peace County: A Chinese Gazetteer of the Hong Kong Region*, Hong Kong University Press, 1983, p. 114, Cheung Yat-ping, ed., op. cit., p. 880. The Gazetteer states that this change to the law in San On was introduced because of the Magistrate's "compassion" for the hardships the previous law had implied. Most of the "heads of household" were the ancestral trusts of the various clans: in the difficulties of the years after the Coastal Evacuation, there would have been numbers of defaults which would have had to be taken up by the clan ancestral trust of the defaulter as "head of household". The change can therefore be seen as the result of pressure on the Magistrate from the wealthy villagers who headed the major ancestral trusts.

6. The local districts were usually very small areas, comprising anything from one to about a dozen villages. The number of headings for any single local district would usually be very few.
7. To make this clearer, if we take Deed 7, the file reference of the land tax file of the land under sale was Division 1, Sub-Division 11, Local District 8, heading under the name of Chan Hei (the First Ancestor of the Chan clan of Shap Long), and entry under the name Yip-lan, who was the vendor's grandfather.
8. For instance, Deeds 9 and 10 are both records of sales by a clan whose native place was Wo Hang Village, but they give different sub-division and local district numbers, showing that at least one of the headings was entered under a local district other than the native place of the head of household. Deed 11 is another deed issued by the same clan, but that gives the same sub-division and native place details as Deed 10. In Deed 11, the heading (Tang Ah-yau) is the same as in Deed 10, although the entry (Sze) differs. The cancellation of the requirement that in the case of default the head of household would be held liable for the tax would have made it easier for the entry files to be detached from the main heading file.
9. Palmer, *op. cit.*, p. 87–88, quoting from file C.S.O. Ext 1550/1903, Public Records Office, Hong Kong.
10. Gompertz, 1901, para 9.
11. In 1899, coolies in Hong Kong earned about 200 cash a day, so that a dollar (1,000 cash) represented the wages for five days' work. At today's wage rates for unskilled labourers, the price for establishing a land tax registry entry would be at least 20,000 Hong Kong dollars. While the wages of a coolie are not the ideal reference for the real income and accessible cash available to a subsistence farming family, they are the best available to us.
12. Six *tau tsung* is about the same as one acre, and oral information given to the author by village elders of Sha Tin and Shap Sze Heung (born 1910–20, information given 1980) suggests that six *tau tsung* of good to average arable land was enough to keep an entire family (see P. H. Hase, "Notes on Rice Farming in Sha Tin", *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 21, 1981, pp. 196–206). In 1860, taking the figures in Deed 15 (0.8 *tau tsung* sold for ten taels), \$100 would have bought about 5¾ *tau tsung*. The equivalent figures from Deed 35 (1874) and Deed 37 (1896) are a little above seven *tau tsung* and about five *tau tsung* respectively. While all these figures are subject to the tendency of village deeds to understate the purchase price, nonetheless it is clear that, towards the end of the nineteenth century, \$100, or close to that figure, would have bought enough arable land for an entire family to subsist on and must, therefore, be accepted as a huge sum in village terms.
13. Messer and Ts'ui, 1900.
14. The sum demanded is not given in the texts as we have them today.
15. See Deed 5.
16. If a landholder wished to set out to disappoint his heirs, he would probably have had to sell his land to one of his close relatives, i.e., within the clan, but he would have to bear in mind the force of public opinion which would usually (unless the circumstances were absolutely scandalous) have disapproved of any such action.

17. There are a number of cases where an entry seems to be in an individual's name, a living man, but yet not a recently established case: in most instances this is a case where an entry was established, but then for several generations there was only one son born, so that the entry remained the property of a single living man.
18. *Gompertz, 1901*, op. cit., para 14.
19. *New Territories Land Court, Report on Work from 1900 to 1905*, in *Papers laid before the Legislative Council of Hongkong*, (Sessional Papers), 1905, No. 10 (Government Printer, Hong Kong, 1906), para 15, Report of J. R. Wood. In para 7 it gives the total as 328,639 lots, but states that there were a further 20,000 odd houses omitted from this total, plus some other lots in the New Kowloon area: these when added to the 328,639 lots make up the total of 354,277 lots.
20. See J. W. Hayes, *The Great Difference*, op. cit., pp. 34–35. Some of these deeds as submitted in 1900 were translated into English and kept in the Land Office until the 1930s, when they were put into the Government Archives (the predecessor of the Public Records Office). The Chinese originals were, incredibly, destroyed at this time. The deeds at Deed 4 were among the red deeds thus handed in and never returned in this way.
21. The deeds were discovered in a tin box in an abandoned house, where they had been for at least the previous forty years, unbeknown to the current generation of villagers. Photostats of all the deeds were taken (these are now in the collection of the Central Library, Leisure and Cultural Services Department, Government of Hong Kong). The originals, unfortunately, no longer exist.
22. Two further envelopes were empty, but with a pre-1899 note on the outside that the deeds which should have been enclosed were “missing”.
23. They are now on deposit in the Central Library, Leisure and Cultural Services Department, Government of Hong Kong. See Deeds 70, 71, 72, 73, 80, and 85.
24. The village was founded in 1811: Yung Tak-kam was born about 1840; Yung Sze-chiu was his youngest son.
25. Notebooks and loose papers in Yung Sze-chiu's collection show that the communal trust took a small annual sum from each of the village families to meet the annual rent demanded, but the amount, family by family, was not covered by any mutual written deed, other than Yung Sze-chiu's notes (he was the manager of the main communal trust).
26. Palmer, op. cit., p. 25, also notes this: “The perpetual lease was often a parole contract.”
27. It may be that, because the majority of the arable land and houses were held without any land deed or other written document, even where a land deed was issued, the owners were often rather cavalier about keeping the deed safe. Once the land had been occupied without objection by the purchaser for some time (a decade or so), and even more when the land had passed without objection on the purchaser's death by inheritance to his son(s), then it seems to have been felt that the land deed was no longer of any major significance, as the witness of the clan and the length of time there had been unquestioned occupation was the safer and better proof of title. Many deeds were thus allowed to rot away, or were even discarded as of no continuing value. See Lockhart, *Report on the New Territory for the First Year of British Administration*, 1900, op. cit.: “In many cases deeds have been lost or destroyed”.

28. *Messer and Ts'ui, 1900*, op. cit.: "Land Tax is collected by the authorities sending out deputies, clerks and runners to different districts, notifications being posted calling upon landowners to pay the land tax with all haste". Palmer, op. cit., p.74, n. 191, also notes this: "The land tax was paid directly to yamen runners".
29. This is particularly the case with Kung-chuan Hsiao, *Rural China: Imperial Control in the Nineteenth Century*, University of Washington Press, 1960. It should be remembered that many of these scholars were Republican in their sympathies, and had a vested interest in blackening the face of the preceding imperial regime.
30. Oral information from elders of Tai Wai, Sha Tin (elders born about 1910–20, information given to the author about 1980: in this case, the elders giving the information were close family relatives of the yamen clerk in question). Palmer, op. cit., p. 74, n. 191.
31. See also Deed 9, where the tax is given as 1.49% of the rental income; Deed 10, 1.54%; Deed 12, 1.25%; Deed 15, about 1.25–1.5%. See also Palmer, op. cit., p. 5, n. 8: "The real value of the [land tax] payment declined over time and by the last half century of Qing rule amounted on average to between three and five per cent of the gross produce". D. Faure, "Land Deeds from Hsiang-tung Village", op. cit., also notes that taxes were very low, at 4% of rent in the 1860s.
32. *Lord Macartney's Observations upon China*, in *An Embassy to China, being the Journal Kept by Lord Macartney during his Embassy to the Emperor Ch'ien-lung 1793–1794*, London, Folio Society, 2004, p. 213.
33. This description is taken from oral evidence given the author by the Tai Wai village elders, Sha Tin (born about 1910–20, information given about 1980).
34. Where the number of land tax payers was few, the elders of several local districts would be called to one central village, for ease and convenience.
35. There were traditional rules as to what the meal should consist of: at least wine, meat, and fish had to be provided, but usually it would be a reasonably lavish meal, so that the village elders would not lose face.
36. Oral information from Tai Wai in Sha Tin.
37. Again, this was a known and standard sum. It had to be paid on a *per diem* basis, and would quickly mount up if the party were to be delayed.
38. Again, the minimum content of the meal was stipulated, but usually something more lavish was prepared, except in famine years.
39. Often in side chambers in the ancestral hall or local temple. Most large ancestral halls had chambers on either side of the entrance, usually with garrets above: these were the usual guest quarters which would have been used by the tax-collection party.
40. Taxpayers could pay the tax in person at the County Magistracy, at the Land Tax Office, but this was rare, except for taxpayers living in the immediate vicinity and sometimes for very wealthy taxpayers, who paid taxes on land in several different localities and whose tax bill was high.
41. Jones, op. cit., p. 82.
42. See Deeds 19 and 21 for the meals which the *tei kwat* landholders expected their tenants to provide for their rent-collection parties.

43. Deed 4B is a case in point, where claimants were enregistered as land tax payer for the stake-net fisheries on Lamma, until something eventuated which convinced the Magistrate that the Iu Yi Yin Tong had a better claim, whereupon the *tong* was enregistered, and the previous registry entry struck out. Deeds 103 and 104 refer to a claim that a division of property between brothers and cousins, which had been concluded and agreed, was wrong in principle, and ends with a threat to take the matter to the Magistrate, although it seems unlikely that the threat was carried out.
44. Gompertz, 1901, op. cit., Lockhart, *Report on the New Territory during the First Year of British Administration*, op. cit., section “Land”: “All documents relating to land in the New Territory were registered in the San On District registry, but that registry is only a deed registry, and not a registry of title to land”. See J. W. Hayes, *The Great Difference*, op. cit., chap. 3.
45. For the progress of the Land Survey, see J. W. Hayes, *The Great Difference*, op. cit., chap. 3, “Survey, Land Court, Registration, and Customary Law”. For summaries of the Land Survey written at the time, see *A General Report on the Survey of the New Territory from November 1899 to April 1904*, in *Papers laid before the Legislative Council of Hongkong, 1904* (Sessional Papers) No. 31/1904 (W.J. Newland), and *New Territories: Land Court, Report on Work from 1900 to 1905*, in *Papers laid before the Legislative Council of Hongkong, 1905* (Sessional Papers) No. 10/1905 (J. R. Wood, C.McI. Messer, and C. Clementi).
46. For the *chi tsai*, see J. W. Hayes, “A Glimpse of the Land Settlement at Shek Pik Village, Lantau Island, Hong Kong”, *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 28, 1988, pp. 228–233.
47. See Deed 78 for a case of this character.
48. J. W. Hayes, *The Great Difference*, op. cit., p. 39, also draws attention to this tendency, which both he and I regularly had to face as District Officers in the New Territories.
49. Lockhart, *Report on the New Territory during the First Year of British Administration*, op. cit., section “Land”, “A provisional certificate of title will be issued in the first instance, and if, after the lapse of sufficient time, no dispute regarding the claim arises, a certificate of owner’s title will be issued and registered,” quoting *Shepherd, 1900*, op. cit., para 7.
50. The Block Crown Lease volumes themselves were held in the Land Registries, and villagers could not get copies of them.
51. Lockhart, *Report on the New Territory during the First Year of British Administration*, op. cit., section “Land”.
52. New Kowloon was the strip of land between Boundary Street (the pre-1898 boundary) and the Kowloon Hills, which it was decided would be run as if it were part of Kowloon for most purposes, even though it was part of the New Territories. However, in land matters, New Kowloon was treated separately, and used the New Territories Land Registry, not the Land Registry in Hong Kong. The reason why New Kowloon was separated out from the rest of the New Territories in this way was that, by 1899, suburban developments in Kowloon had reached up to the old border, and it was clear that, once this area was made part of the Colony of Hong Kong, suburban developments

would immediately start in the area between the old border and the Kowloon hills. There was no natural barrier between Old Kowloon and New Kowloon to impede this inevitable development. It was felt that the area had to be properly planned and administered as part of the urban area from the beginning, and so had to have the whole range of urban laws applied to it, which were not to be applied to the still entirely rural area north of the Kowloon hills. However, in land matters, the villagers of New Kowloon were to be treated the same as those from further north. See Deed 69 (1903) for a land sale illustrating the beginnings of suburban developments in the Kowloon City part of New Kowloon.

53. In some circumstances (e.g., a deed proposing sale of land held in trust), the Land Registry would require notices to be posted, to give time for objections to be raised before issuing a memorial, and might require the other beneficiaries of the trust to sign a letter signifying their acceptance of the transaction.
54. This number was issued *seriatim*, from No. 1 (the first deed registered after the establishment of the new Land Registry) onwards, with differing number-runs for each New Territories Land Registry.
55. The Yung Sze-chiu collection, in the Central Library of the Leisure and Cultural Services Department, Government of Hong Kong, includes several deed blanks of this sort, ready-stamped to show they were pre-paid. All are with stamps of the reign of King George V.
56. As one elderly villager (born about 1910, information given to the author about 1980) said: “The District Officer would never allow us to be cheated”. Of course, not all Land Registry Clerks were honest and trustworthy, but it is marked how positive an impression they made on the villagers.
57. Mortgages between close family members were not always registered.
58. This practice was to cause huge problems when the land was resumed. The government had been well aware from the earliest days of the British administration that, if succession was not registered, the Crown Rent Roll would quickly become meaningless. On 28 June 1905, a proclamation, issued by the Colonial Secretary on behalf of the Governor, stated: “In the event of any registered owner of land dying, the death must be at once reported to the District Land Officer by the nearest relatives in order that he may decide to whom the land shall be transmitted” (*Notes for Use in the District Land Offices New Territories*, C.S.O. file 4865/1906, Hong Kong Public Records Office, HKRS No. 156), but this ruling was very widely ignored.

Chapter 4 Arable Land

1. See, for instance, Deeds 7, 9, 10, 13, 14, 15 [嘗贍田], 32[贍嘗之田], 51[嘗業], and 56.
2. Deed 56 thus uses 嘗田 for a small family trust, but it does not seem ever to have been used for temporary trusts.
3. Very occasionally, a “manager” or “trustee” was called 值事, “to manage affairs”. This usage is particularly often found where trusts were set up to manage a donation drive. However, the manager of the Lei Kau Yuen Tong was also called 值事; see Deed 41.

4. However, shops run as doctor's surgeries were also usually given names ending in "tong".
5. In a proclamation of 1905, for instance, the Colonial Secretary stated that any infant landholder must apply to have a "trustee" appointed for him to manage his lands until he reached the age of twenty-one. In the Block Crown Lease, while many such temporary trusts were registered in the name of the previous owner, those that were registered in the name of the infant normally had their "trustee" named alongside the name of the infant.
6. In at least two villages in Sha Tin in 1905, all the land was trust land, held as a single lot in the Block Crown Lease in the name of the ancestral trust of the Founding Ancestor (Wong Chuk Yeung and Shan Ha Wai, 黃竹洋, 山廈圍: Shan Ha Wai is also known as Tsang Tai Uk, 曾大屋). In Nga Tsin Wai Village, out of 83.19 acres of rice-land held by the village, 22.36 acres, or 27.7%, were held by trusts of one sort or another. This, however, is a minimum figure which underestimates the amount of land held by family trusts. See P. H. Hase, "Beside the Yamen: Nga Tsin Wai Village", *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 39, 1999, pp. 1–83. At the three Wo Hang villages, of 129.76 acres of rice-land held, all but 36.36 acres was held by trusts (72%). At the Wo Hang villages, almost all the good, double-cropping first class rice-land near the villages was held by trusts: the land held by individual villagers was mostly single-cropping hill-paddy, or else land a good way away from the centre of the village area.
7. By "formal trust" is meant land that the villagers would agree was land held under a trust, that is, land under the management and control of a "manager" or "trustee" (司理人) on behalf of others.
8. See Choi Chi-cheung, "Family and Land Transfer Practice in Guangdong", *Proceedings of the Tenth International Symposium on Asian Studies*, Vol. 1, 1988, pp. 489–497. This article gives a good overview of how land transfer was articulated.
9. The trust in question was the Kwok Tong Tso (國堂祖), trustee Lee Yam-yuen (李欽元). The trust paid just 6¢ as annual Crown Rent.
10. The new administration in the New Territories was well aware of the problems of informal trusts set up without publicity. A proclamation was issued by F. H. May as Colonial Secretary on behalf of the Governor (20th June 1905), stating: "Any person under twenty-one years of age must apply to the Land Officer at the District Office in order that a Trustee may be appointed for him until he attains the age of twenty-one years" (from "Notes for Use in the District Land Offices, N.T." C.S.O. file 4865/1906, Hong Kong Public Records Office HKRS No 156). However, this ruling was widely ignored: informal trust arrangements continued to be made, and to cause problems.
11. See Deeds 70, 71, and 72.
12. Details from Yung Sze-chiu's papers, now at the Central Library of the Leisure and Cultural Services Department, Government of the Hong Kong Special Administrative Region, supported by discussions with Yung Sze-chiu's surviving daughter and grandchildren in the 1980s.
13. The clearest case is the Fung Ko Tso (俸高祖), which owned five shop-sites in the market, but no other property except a small plot of land (0.12 acres), probably used as a drying-ground attached to one of the shops. The Fung Ko Tso also owned 0.46 acres

of rice-land in equal and undivided shares with two other trusts (the Tak Ko Tso, 德高祖, and the Hon Ko Tso, 翰高祖). In this case, Ng Fung-ko, Tak-ko, and Hon-ko were brothers: their inherited land descended in equal and undivided shares, but with each share in due course becoming seen as a trust for the sons of that brother. One of the brothers, Fung-ko, went into business in the market, with his investments in the market becoming a trust held by his sons. The other two brothers invested in agricultural land: each of the trusts in the name of these two brothers held land individually as well as the land held in equal and undivided shares with the Fung-ko Tso (Hon-ko Tso held 0.13 acres, Tak-ko Tso 0.68 acres). These rice-land holdings of the Hon-ko Tso and the Tak-ko Tso comprise land acquired by that brother after the death of the father, held in trust by the sons of that brother. All these trusts had been in existence for several generations at the date of the Block Crown Lease (the brothers died about 1800). See P. H. Hase, “Beside the Yamen”, *op. cit.*

14. The huge area between the island of Yuen Chau Kok (元洲角) and the mainland in front of Sha Tin Wai (沙田圍) and To Shek (多石) Villages in Sha Tin was reclaimed by a trust called the I Shing Tong (怡成堂), for instance. This trust was divided into three shares, each of which was divided into sub-shares. (information in part from the oral account of village elders born about 1905). Another clear case of a similar reclamation project undertaken by a commercial trust is the Kuk Po (穀埔, or 谷埔) reclamation, by which the bay in front of the villages of Kuk Po was reclaimed. One share here was bought by the Ho (何) clan of Yim Tin (鹽田, Yantian), ten miles away and across the sea.
15. None of the property owned by this trust produced any income: this trust handled money raised from village levies or rates.
16. Oral information from village elders born about 1900–10, interviewed in the late 1970s.
17. The Tai Wai elders stressed that this was the meaning of 村太公.
18. Much of the information in this paragraph comes from oral evidence from Tai Wai elders, born 1910–20, and given to the author about 1980. See P. H. Hase “Old Hau Wong Temple, Tai Wai, Sha Tin”, *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 23, 1983, pp. 233–240.
19. A temple could be the owner of land in its own name and could be registered as such in the Imperial Land Tax Registry, but this was rare in the New Territories. However, in the Ming, the Castle Peak Monastery was registered as the land tax payer for some. However, after the Coastal Evacuation, when the monastery was re-founded, the expenses of the refoundation were met by the To (陶) clan of a group of nearby villages; thereafter, any land held to meet the expenses of the monastery were held in a trust by the To clan (see Deed 114). It is unlikely that any temple in the New Territories genuinely held land in its own name in 1898, but any land shown as held for a temple then was in fact held in trust by the community which owned it (see also Deed 115).
20. See P. H. Hase, “Cheung Shan Kwu Tsz (長山古寺), An Old Buddhist Nunnery in the New Territories, and Its Place in Local Society”, *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 29, 1989, pp. 121–157. See also the notes to Deed 115.

21. The Sheung Wo Hang villagers had a communal trust of this character, the Tai Wong Wui (大王會), which held a small amount of income-producing land (0.13 acres). The villagers of Tsuen Wan and Tsing Yi had similar trusts. See Deeds 29, 81 and 90.
22. See 九龍樂善堂特刊, Kowloon, 1939. See also J. W. Hayes, "Kowloon City and Street", in *The Hong Kong Region 1850–1911: Institutions and Leadership in Town and Countryside*, Archon Books, Dawson, 1977, pp. 163–180.
23. See J. W. Hayes, "The Community of Cheung Chau", in *The Hong Kong Region 1850–1911*, op. cit., pp. 56–84, and Carl T. Smith and J. W. Hayes, "Hung Hom (紅磡): An Early Industrial Village in Old British Kowloon", *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 15, 1975, pp. 318–324.
24. Oral information from village elders born about 1930, interviewed in the early 2000s.
25. Kam Tin was particularly wealthy: most areas of the New Territories did not have the spare cash to support a trust of such a character. It is, however, quite possible that there were other charitable trusts of a broadly similar character, of which nothing at present is known, in other relatively wealthy communities of the New Territories.
26. See P. H. Hase, *The Six-Day War of 1899*, op. cit., pp. 188–189.
27. I am indebted to the elders of Sheung Wo Hang for their oral comments and clarification on the trusts in existence in that village.
28. For Sheung Wo Hang in general, see P. H. Hase and Lee Man-yip, "Sheung Wo Hang Village, Hong Kong: A Village Shaped by Fengshui", in *Chinese Landscapes: The Village as Place*, ed. Ronald G. Knapp, University of Hawaii Press, 1992, pp. 79–94.
29. There was also a branch ancestral hall in Ha Wo Hang, but the Sam Tsit Tong owned the ancestral hall of the First Ancestor, which was used by the whole clan, from all three villages.
30. Oral testimony from village elders of Sheung Wo Hang, born 1910–30, interviewed about 1990.
31. Oral testimony of village elders, born 1910–30, interviewed about 1990.
32. While the deed itself no longer exists, the envelope in which the deed covering the grant of the 村場, "village site", from the Cheung (張) clan of Sham Chun should have been kept is still extant.
33. This can be seen from the minuscule amounts (less than 0.15 acres) of land some of the villagers (including some influential village leaders) are recorded as holding in the Block Crown Lease. None of these families could possibly have survived on this amount of land. Clearly, the basic family estate of these families was held by way of a perpetual tenancy from one of the ancestral trusts. The tiny plots of third class land which these families are recorded as holding in the Block Crown Lease would have been land which was not held by way of perpetual tenancy from an ancestral trust: almost certainly, these small areas were cut from the hillside by the labour and at the expense of the family concerned; it was not land inherited back to the foundation of the village.
34. But see Deeds 16 and 106.
35. See P. H. Hase, "Beside the Yamen", op. cit. The surname 李 ("Lei") is here transcribed "Li" as that is how it is transcribed in the Block Crown Lease.
36. Oral information from Nga Tsin Wai village elders born about 1920.

37. Tin Sam, for instance, always at serious risk of flooding in its very low-lying site, had rules by which every village family had to provide a certain number of man-days of labour each year to the communal trust, to dig out the drainage ditches and repair the great sluice-gates. That labour was levied every spring, with the village families being warned to send their men-folk out “when the great village gong was beaten through the village lanes”. Oral information from Tin Sam village elders born about 1910, given to the author in the early 1980s.
38. This did not apply to those trusts which were temporary in character. Where a trust was set up to hold land, the owner(s) of which was or were infants, then this was a trust with only one beneficiary or only one small group of beneficiaries. Cancellation of such trusts and their reversion to the ownership of the owner(s) when the owner(s) came of age was straightforward.
39. The District Officer also had to give his consent where trust land was proposed for renting as well as for alienation, but the procedures were streamlined where renting out was in question, especially where land was to be rented to a member of the trust, in accordance with the known rules of the trust.

Chapter 5 Restraints on Transactions in Land

1. *Messer and Ts'ui, 1901*, op. cit., section “Land Sales”.
2. Carol G. S. Tan, “Chinese Wills under the Laws of Hong Kong”, *Hong Kong Law Journal*, Vol. 29, pp. 113–114, notes that, under Chinese Customary Law, a testator could similarly not alienate his possessions away from his next heir by will except in “extreme circumstances”. Boulais, op. cit., para 501, notes that there were legal restraints under the Imperial Land Law on the sale of trust property, or property held for charitable uses. Hansen, *Negotiating Daily Life*, op. cit., notes that restraints on sale were mandated in the Sung Penal Code (宋刑統) from the early ninth century. Myron L. Cohen, *Kinship, Contract, Community and State*, op. cit., p. 262, however, states that land was seen as a “commodity” and that, therefore, sales of land were in no real way different from sales of, say, a sack of rice. This view seems to be entirely at odds with the facts as seen in the New Territories.
3. See Deed 104.
4. Deeds 25, 27, 30, 37, 39, 49, 54, 56, 59, 60, 61, 63, 64; also see Deeds 31, 35 for transactions between co-villagers of Wu Kau Tang of differing surnames.
5. Deeds 26, 28, 32, 33, 34, 39, 46, and 58.
6. At least very few deeds of such a character seem to survive, but see Deed 26.
7. Deeds 52, 62, 66, 67, and 77.
8. Deeds 53 and 57.
9. Oral testimony from Sha Tin village elders (born 1910–20, information given to the author about 1980).
10. Deed 20, 不得住遠人私頂, “It is not permitted for the tenancy to be transferred to someone living far away”: sale to an outsider might, therefore, be a breach of the tenancy conditions.

11. *Southern District Officer Reports*, op. cit., pp. 89 and 101. In the case of Shap Long, the remark refers to the period before the Japanese Occupation. The District Officer was Paul Tsui.
12. Deed 69, of 1903, from Kowloon City.
13. Deeds 10, 12, 16, 28, 72, and 78, among others, are sales by groups of brothers acting jointly in this way. Deeds 7, 13, 70, 71, and 87 are joint sales by a group of brothers and first cousins who had inherited land in equal and undivided shares from their grandfather.
14. Deeds 34, 37, 48, 52, and 57.
15. Deeds 7, 17, 26, 36, 69, and 91.
16. *Messer and Tsui, 1901*, op. cit.
17. Deeds 28, 34, and 36.
18. Deeds 37 and 93.
19. Deeds 83, 84, and 88.
20. Deed 95.
21. The notebook is contained within the collection of Yung Sze-chiu's books now at the Central Library of the Leisure and Cultural Services Department, Government of Hong Kong. Central Library, Book Reference no. R421.5–7269.
22. See the Notes to Deeds 103 and 104 for a fuller discussion of this case.
23. See the Notes to Deeds 105 for a fuller discussion of this case.
24. Deed 46.
25. Deed 14.
26. Deed 71.
27. Deed 83.
28. Deeds 57, 72, and 85.
29. Deeds 53 and 88.
30. Deed 36, 53, and 68.
31. Deed 29.
32. Deeds 27, 30, 31, 35, 37, 43, 45, 48, 52, 54, 56, 74, and 94.
33. Deeds 46 and 59.
34. Deeds 74 and 95.
35. Deeds 38, 61, 65, 79, 84, 91, and 98.
36. Deed 92.
37. Deed 26.
38. Deed 28.
39. It is assumed here that “口糧” in a deed means “subsistence”, and “糧務” and “糧” mean “taxes”, but it is possible that “subsistence” is meant in all cases, particularly so where “糧” appears in a deed on its own.
40. Deeds 7, 14, 15, and 28.
41. Deeds 9, 13, 16, 17, 26, 33, and 51.
42. Deed 55; in this case the meaning is certainly “taxes and rent” (稅租).
43. Deeds 108, 109, 110, and 112.

44. The southern Taiwan deeds translated by Myron L. Cohen, *Kinship, Contract, Community and State*, op. cit., all state that the sales in question were undertaken “because of family financial difficulties”, without elaboration, suggesting that the clause had become common-form in that area.
45. Deed 95, for instance.
46. Hansen, *Negotiating Daily Life*, op. cit., states that including a reason for the sale in the land deed seems to be a practice which began in the early Sung (ninth century): the most common such reason as given in the Sung Deeds was shortage of money (“short of means”, “need more money”, “cannot pay taxes”) (pp. 54–55, 61, 67, etc.).
47. Deeds 118 and 119.
48. Deeds 10, 12, 47, and, effectively, Deeds 25 and 80.
49. Deeds 10, 12, and 47. Deeds 10 and 12 refer to land being sold by the Tang clan to the Lee clan at Wo Hang as part of the Tang clan’s move from Wo Hang to Kong Ha (崗下) and Hok Tau (鶴藪), and Deed 47 is part of the move of the Tsing Fai Tong villagers from their old, mountainside village down to the seacoast at Sham Tseng: see the notes to these deeds for a more detailed discussion.
50. Deed 87.
51. See the notes to this deed for a more detailed discussion. See also P. H. Hase, “The Alliance of Ten: Settlement and Politics in the Sha Tau Kok Area”, *Down to Earth: The Territorial Bond in South China*, ed. D. Faure and Helen F. Siu, Stanford University Press, Stanford, 1995, pp. 123–160; and “Eastern Peace: Sha Tau Kok Market in 1925”, *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 33, 1993, pp. 147–202.
52. Deeds 32, 34, 40, 63, 77, and 82. See the notes to the deeds for a more detailed discussion. The District Officer, Paul Tsui, noted in 1949–50 that two Pui O families had had to sell land to Cheung Chau people following the failure of their businesses there. He noted that these sales were the only sales which had ever taken place in Pui O to outsiders, although he noted another Pui O villager who was “at the point of bankruptcy” on Cheung Chau at that date. See *Southern District Officer Reports*, op. cit., p. 97.
53. Deeds 58, 66, and 78.
54. Deeds 63 and 82. See the notes to the deeds for a more detailed discussion.
55. Deeds 63, 66, and 82.
56. Deeds 59, 61, 65, 66, 68, and 79.
57. Deed 58.
58. Deeds 52 and 81. See the notes to the deeds for a more detailed discussion.
59. It is quite likely that one brother had been dogged by a string of misfortune, ascribed it to poor *fung shui* affecting him only, and so sought to evade the bad luck by changing his residence.
60. See the notes to the deeds for a fuller discussion.
61. Oral testimony from Tai Wai elders, supported by other elders (born about 1910–20, information given to the author in the early 1980s). A similar view of the difference between “close relatives” and more general “kin” seems to be suggested by the deeds translated by Myron L. Cohen, *Kinship, Contract, Community and State*, op. cit. Choi

Chi-cheung, “Family and Land Transfer Practice in Guangdong”, *op. cit.*, says that “close family members” means members of the “first mourning grade”, which is this same group, descendants of the paternal great-grandfather. Myron L. Cohen, *Kinship, Contract, Community and State*, *op. cit.*, shows that similar clauses were universally present in land deeds from South Taiwan.

62. 先招房族親人等 (Deed 7); 先招房親人等 (Deeds 9, 12, 13, 32, 33, 34, 36, 38, 51, 52, 53, 54, 55, 57, 62, 66, 67, 68, 70, 71, 77, 83, 95); 先送房親 (Deed 10); 先招兄叔侄人等 (Deed 15); 先招房族人 (Deed 16); 先招[*sic*]房親 (Deed 17); 先招族人等 (Deed 27); 先招親人等 (Deed 28); 先招親房人等 (Deed 29); 先招房族人等 (Deeds 14, 30, 35, 43, 45: all the exemplars use this form, Deeds 108, 109, 112); 先招侄親人等 (Deed 44); 先向[房]親人等 (Deed 46); 先招本親人等 (Deed 47); 先招親房人等 (Deed 49); 先招房親人 (Deed 72); 先招親屬 (Deed 93); 先招房親鄰人等 (Deed 98). The meanings of these various forms of words are so similar that it is not possible to give different translations for them.
63. 俱不允買 (Deed 7); 各無銀買 (Deed 9); 各不承買 (Deeds 10, 14); 各不愿買 (Deed 12); 各不能承 (Deeds 13, 52, 70, 71, 95); 各無錢承頂 (Deed 15); 俱各無銀承接/頭/當/按 (Deeds 16, 38, 53, 57, 68); 各不能承買斷 (Deed 17); 各不連[*sic*]承接 (Deed 27); 各不受 (Deed 28); 俱各不能承頂 (Deed 29); 已各不能承頂 (Deed 30); 各無銀承買 (Deed 33); 各不愿承 (Deed 34); 各不能承頂 (Deeds 35, 45); 各不合意 (Deeds 36, 46, 55); 各無銀承 (Deeds 32, 40); 各不就買 (Deed 44); 俱各不承 (Deed 47); 各不能承領 (Deed 39); 各無銀承典 (Deed 51); 俱各不接 (Deed 54); 不能承頂 (Deed 72); 皆不允承買 (Deed 83); 無人承買 (Deed 93); 各俱不承受 (Deed 98); 俱各無銀承 (Deeds 66, 67); the exemplars use the forms 各不能承接 (Deeds 108, 109), or 俱不允承接 (Deed 112).
64. 房, “*fong*” is used to mean “branch of a clan” and is a very common usage in the New Territories. In these deeds, it mostly means “those who are in the same branch of the clan as myself”.
65. Cases include Deeds 25 (sale from a blood elder brother to a blood younger brother), 26 (sale to a close relative, but exact relationship not specified in the deed), 48 (sale to a first cousin), 49 (exchange of houses between two blood brothers), 56 (mortgage to a probable first cousin), 59 (mortgage with land put up as collateral by an uncle to a blood nephew), 61 (loan of money from blood uncle), 63 (foreclosure of land between first cousins), 65 (mortgage with land put up as collateral, between close relatives, but exact relationship not specified), 78 (loan of money with land put up as collateral between a group of brothers), 79 (mortgage between close relatives, but relationship not specified in the deed), 82 (foreclosure of land between uncle and nephew), 85 (sale of land between uncle and nephew), 91 (sale from nephews to “clan uncle”), 92 (sale to “clan brother”, probably a first cousin), and 94 (sale to “clan uncle”, exact relationship unclear).
66. Deeds 15, 33, 35, 51 and 95.
67. Deeds 12, 27, 30, 31, 37, 72, 76, 84, and 92.
68. The Forestry Lot system was implemented in stages between 1904 and 1908; by 1912, there were 59,000 acres covered by Forestry Lots – nearly twice as much land as was under active cultivation then: further developments of the system, aimed at interesting

the villagers in forestry, took place in 1920 and 1927. See G. N. Orme, “Report on the New Territories, 1899–1912”, *Papers laid before the Legislative Council of Hong Kong, 1912* (Sessional Papers) No. 11/1912, pp. 50–51, “Forestry”, and *Annual Reports, New Territories*, passim.

69. Deeds 7, 13, 16, 17, 26, 28, 29, 32, 39, 40, 43, 45, 46, 54, 55, 57, 58, 62, 66, 67, 68, 69, 70, 78, 79 and 85. In the land deeds translated in Myron L. Cohen, *Kinship, Contract, Community and State*, op. cit., most state that the land was “inherited from the paternal grandfather”, although one states that it was “inherited from the late father”, and one that it was land the sellers had previously bought.
70. Deeds 108, 109, and 112.
71. Deeds 17, 26, among others.
72. Deeds 9, 14, 41, 50, 71, 83, 87, 88, and 94.
73. Deeds 38, 44, and 59.

Chapter 6 The Next Heir

1. A widow with sons had the absolute right to be maintained by her sons from the family lands after the death of her husband, so long as she maintained a chaste widowhood (at least, I know of no cases where this did not happen). A widow who was without sons did not under the Customary Law have an absolute right to be maintained from her ex-husband’s lands, but in such circumstances it was seen as shameful for her husband’s brothers not to maintain her if she was prepared to live as a chaste widow. One case brought to my attention as District Officer was a young woman widowed and childless when her husband died of hunger under the Japanese, and who was thrown out by her husband’s brothers, who said that they and their families would die of hunger as well if they did not take over the husband’s lands. The young widow found a widower in Sha Tin and married him. For a widow to re-marry was extremely shameful, but in this case all the Sha Tin elders were adamant, stressing that I should understand this as well, that “the shame was not hers, but her husband’s brothers, who had forced this on her”. Such behaviour by a dead man’s brothers was seen as very rare and most improper by the elders.
2. Again, the right of the widow to be the trustee for a minor son was not an absolute one. Sometimes, the widow would share the trusteeship with the husband’s brother or father, and sometimes the widow would be excluded from the trusteeship. But it was the most normal situation for the widow to care for her husband’s lands until her son came of age. There was no absolute age of majority: the son could take possession and responsibility for the land when he came of age to marry. Where a family descent line depended on just one young boy, he might be married very young, sometimes as young as twelve, to ensure that the next generation was safely born as early as possible. More often, however, before 1899, boys were treated as coming of age when they reached the age of eighteen or thereabouts. After 1899, the new administration insisted that infant landholders remain with a trustee answering for their lands until they reached the age of twenty-one.

3. In many deeds, not only did the next heir signify consent, but the men who would be his heirs were he to die consented as well, i.e., the second and third heirs of the vendor.
4. In theory, it is possible that the father was incompetent by reason of age and that the son was acting as trustee for his father in his dotage. However, this is unlikely, since the deed could be expected to have stated this and, in any case, Lee Kwok-kan signs the deed in his own hand, with no signs of excessive age.
5. Deeds 26, 48, 54, 59, 69, and 85.
6. Deed 28, 36, 52, and 68. The grandmother was added as co-vendor in Deed 36, presumably as the likely trustee for the infant were the mother to die. Deeds 37 and 45 are similar cases.
7. Deeds 17, 25, 26, 28, 29, 37, 38, 39, 47, 49, 50, 51, 54, and 65. In Deed 67, the writer of the deed is probably the next heir: in Deed 57 the witnesses and deed writer are certainly at least very close relatives.
8. Deeds 30, 32, 36, 43, 45, 56, 63, 83, 84, and 85.
9. Deeds 10, 25, 51, 62, 67, 68, 75, 83, and 98.
10. Deeds 28, 34, 48, 52, and 53.
11. Deeds 15, 29, 33, 47, 56 and 83.
12. Deed 16, uncle and nephews; Deed 32, uncle and nephews (in this case, the uncle was guardian for his infant nephew, but the infant nephew is nonetheless shown as agreeing to the transaction); Deed 46, nephew; Deed 71, uncle and nephews; Deeds 43, 78 and 91, brothers. In Deed 94, a named uncle and his son are specified as taking part in the family council. In the exemplars, the family council is given as comprising “father and sons” (Deeds 108, 109) or “father, sons, and brothers” (Deed 112).
13. Deed 16, 26, 41, 43, 44, 51, and 87. Deeds 47, 51, 56, and 83 are similar.
14. Including Deeds 10, 12, 13, 15, 33, 41, 44, 52, 66, 67, 74, 90, 97, 99, and 100.
15. Deeds 14, 31, 32, 34, 36, 37, and 46.
16. Deeds 30, 58, 70, 76, 78 and 83 only mention the vendor or mortgagor in this clause. Deeds 25, 47, and 54 add the sons to the principal’s name (Deed 54 adds “and other relatives”) and Deeds 35, 41, 72 and 94 add the sons and grandsons (子孫, probably implying “all the descendants”). Deed 7 states that, as well as the vendors (two brothers), their uncles and cousins should not cause trouble, nor yet their more distant relatives. Deed 16 more succinctly adds to the names of the two brothers selling the land “and the rest” and is followed in this by Deeds 54 and 75 (Deed 54 says “all the rest of the relatives”). Deeds 28 and 106 add to the name of the vendor his uncles, nephews, and brothers; Deeds 38, 43, 65, and 73 use a very similar form of words (Deed 65 mentions only the uncles and nephews). Deed 63 adds “his brothers and all the rest”. Deed 29, even more fully, adds to the name of the vendor his “sons, uncles, nephews and all the rest”. Deed 47 adds the mother to the name of the vendor, (this is probably another case where the vendor was in fact an infant, with his mother as trustee, but it is only at this point in the deed that the mother is mentioned). In the exemplaries, this clause is found only in exemplars of deeds of absolute sale: there the form of words given is “the sons, grandsons, and all the relatives” (Deeds 108, 112).

17. Hansen, *Negotiating Daily Life*, op. cit., notes that witnesses in Sung land deeds often include people who must have been the next heir (younger brother, mother, son) (pp. 57–58, 59, 61, 66, etc). Myron L. Cohen, *Kinship, Contract, Community and State*, op. cit., notes similar ways in which the consent of the next heirs was shown within the South Taiwan land deeds he translates.
18. The Imperial Land Law also felt this. Boulais, op. cit., para 479bis, notes a legal rule that any deed of sale, unless it unequivocally stated that the sale was absolute, would be construed as if it was redeemable. Furthermore, he notes a further legal rule (para 479bis) to the effect that, if a man bought land by way of absolute sale and later on wished to sell it again, then he had to offer it first of all to the family of the man he had bought it from. Hansen, *Negotiating Daily Life*, op. cit., notes “popular feeling” that all sales should be redeemable from the Yuan (p. 124).
19. See the notes to the deeds for a more detailed discussion of this case.
20. Cheung Chan-cheung also acquired the land sold by Tsui Tsin-leung, possibly because there was no obvious male heir to Tsui Tsin-leung, or perhaps because his wife was a daughter of Tsui Tsin-leung.
21. The convention of using “M.” (for “Madame”) is used in this book where deeds refer to women. It is used to avoid trying to distinguish whether the woman in question was married or not. This convention is becoming standard in the New Territories.
22. Deed 96 (1956) is probably another similar case. Here, land originally sold by Tsui Ching-sang (徐清生) to Chan Mun (陳滿) was now sold back by Chan Kei-sang (陳祺生), the son of Chan Mun (Chan Mun having in the meantime died), to Tsui Mun-hei (徐滿喜), the “close relative” (親屬人) of Tsui Ching-sang. Tsui Mun-hei was, presumably, Tsui Ching-sang’s next heir. Deed 96 does not specifically say that the first sale, to Chan Mun, was absolute, although it does say that this second sale, to Tsui Mun-hei, was absolute. It is probable, however, that the first sale was indeed absolute, and that this transaction is thus probably another case of an absolute sale in fact being redeemed by the next heir.

Chapter 7 The Middleman and the Role of the Community in Land Transactions

1. For instance, Deeds 25 and 49, transactions which involved two brothers, and Deed 94.
2. Deeds 59, 62, 65, 67, and 77, with Deeds 60 and 61 implying the same position.
3. For instance, Deeds 66 and 79.
4. For instance, Deeds 27, 30, 35, 37, 47, 49, and 85.
5. Deeds 56, 63, and 78 are apparent exceptions, but all four of these transactions are between very close relatives.
6. Deeds 74, 75, 91, 92, 97, 99, and 100.
7. Hansen, *Negotiating Daily Life*, op. cit., does not mention “middlemen” under this name. However, she discusses the “guarantor” (保人, or 知契), a figure who seems to have been universal in the Tang dynasty whenever land was being alienated. This “guarantor” was often a close relative (very possibly the next heir) of the vendor, and could be called to warranty by the purchaser (pp. 10, 59, 85). As such, this Tang “guarantor”

seems to have been very close in essence to the traditional middleman in the late nineteenth-century New Territories area. Hansen says that, in the Sung-Yuan period, the land deeds she studied have no “guarantor” but instead a “broker”, who was, indeed, an introducer. Most of these “brokers” were professionals, making a living from this trade. However, her Sung-Yuan examples tend to come from urban or suburban locations; it is likely that, further out into the countryside, the Tang system remained in force, right through into the twentieth century, as in the New Territories area. The middlemen in the land deeds translated by Myron L. Cohen (*Kinship, Contract, Community and State*, op. cit.) also seem to have been introducers (p. 236, “he has availed himself of the introduction of a middleman”; pp. 238, 256, “I have relied on a middleman for an introduction”; pp. 240, 243, “through the introduction of a middleman”).

8. Figures taken from the 1911 Census, “Report on the Census of the Colony for 1911”, in *Papers laid before the Legislative Council of Hongkong, 1911* (Sessional Papers), No. 17/1911, Table XIX, p. 103 (27) et seq. The number of families at Hoi Ha and Wu Kau Tang is higher than the number of males resident there might suggest: a high percentage of the village men from these villages were absent, mostly working as seamen on board ships, at the date of the Census.
9. See Deeds 7, 39, 54, and 70, among many others. This clause appears in two common wordings, that someone was “entrusted as middleman to offer it” to the named purchaser (as in Deed 7), or that someone was “invited as middleman to pass it over” to the named purchaser (as in Deeds 39, 54 and 70). The two wordings bear much the same force and are regional variants: the first is usual in the south-west of the New Territories area, while the second is usual in the north-east.
10. That sales of children required a facilitator is not surprising. If a man had no children and needed to adopt a son, he would first look to his clan brethren, to see if he could not adopt a son from one of his relatives who had more than one healthy son. Village elders from Sha Tin (born 1910–20, information given to the author about 1980) state that any villager with three or more healthy sons was morally obliged to surrender the second-born son to a clan brother who had no sons, so long as the clan brother with no sons would be able to give the adopted son as much or more land on the clan brother’s death as that son would have got as his share of his blood-father’s land. However, adoptions of this character, from within the clan, involved no money passing and were usually, if not invariably, oral. If a clan had no available sons for adoption within the clan, so that the villager with no sons was obliged to go to find some poor man willing to sell him a son, then money would have to be paid. Such an adoption, to have effect, would need approval from the clan as a whole and would usually be supported by a written deed (villagers called such a document a “deed”, and did not reserve the term for documents for the sale of land). However, any villager without sons who needed to buy a son would have had to employ a facilitator, an “introducer” who could put the potential purchaser into contact with potential vendors. Similarly, if sale of a squatter hut, where the vendor might well not have known the purchaser beforehand, required an “introducer”, this should not cause surprise. But the fact that these transactions required an “introducer” rather than a “middleman” makes the very different role of the middleman

- in village land transactions even more clear. Deed 96 states that the middleman “introduced” the purchaser, but the background to this deed (see the notes to the deed for a more detailed discussion) shows that this was not strictly so.
11. Myron L. Cohen, *Kinship, Contract, Community and State*, op. cit., p. 240, speaks of a middleman’s fee of four dollars on a sale of \$200 (2%), and p. 259 of a middleman’s fee of \$4.50 on a sale of \$150 (3%).
 12. In many deeds, the formal witnesses do indeed sign the deed in their own handwriting. More often, the names of the formal witnesses are written down by the deed writer and the witnesses add in their own handwriting (often within a circle drawn by them below their name) some character or characters expressive of their view that the transaction was fair and reasonable. In some, the formal witnesses content themselves with drawing a circle in their own hands below their name (particularly where they were illiterate). Very occasionally, the names of the formal witnesses are left in the handwriting of the deed writer, without any mark added by the witnesses.
 13. These exact words were also used in at least some Chinese wills: see Carol G. S. Tan, “Chinese Wills under the Laws of Hong Kong” *Hong Kong Law Journal*, Vol. 29, 1999, p. 97. The South Taiwan land deeds translated by Myron L. Cohen, *Kinship, Contract, Community and State*, op. cit., all contain variant versions of this clause.
 14. Deeds 53, 57, 62, 66, and 67.
 15. However, some of Yung Sze-chiu’s purchases were covered by a deed written by himself, see, e.g., Plates 10 and 11.
 16. For instance, Deeds 42, 46, and 53.
 17. The land deeds translated by Myron L. Cohen, *Kinship, Contract, Community and State*, op. cit., all mention a deed writer (“amanuensis”) among the witnesses.
 18. The fee paid has been amended in the original deed and is difficult to read as a result. Both Deeds 54 and 56 are from Wu Kau Tang village.
 19. Deeds 14, 27, 29, 31, 48, and 49.
 20. Deeds 87 and 96 state that one witness was “the Village Headman of this village”, 本村村長, and Deed 41 has the 約保 (“town head”) as the middleman, but the appointment as a formal witness of the Headman, or some other senior village elder, while not otherwise being specified in this way, is very likely in many cases.
 21. Where *tei kwat* rights were being transferred, this was often omitted, as *tei kwat* landowners were so often not clear as to the whereabouts of their land, and since what was being transferred was so often merely the right to receive a rent-charge.
 22. Deed 14 states that “on that day, led by the middleman, they went out and stood on the land to clarify the boundaries”; Deed 28 states that “on the day the deed was issued, the fields were pointed out clearly in the presence of the middleman”; Deed 29 states that the party “led by the middleman visited the fields to have the boundaries pointed out clearly”; and Deed 34 states that “the fields were also visited on that day, led by the middleman, so that, stepping on the soil, they could see clearly the boundaries pointed out, and the number of fields” (see also Deeds 12, 16, 30, 33, 36, 47, 52, 53, 87, and 98, and see also Deeds 10, 37, 55, 57, 71, 73, and 83, where the visit and inspection of the land is mentioned, but without specific mention of the middleman): this visit to the

- fields is not included in the exemplaries except in Deed 108, where a visit is mentioned, but without mention of the middleman.
23. Hansen, *Negotiating Daily Life*, op. cit., notes that all her Tang-Yuan land deeds describe the land being sold by reference to the neighbouring landowners on all four sides, but this seems never to have been done where sales of rice-land in the New Territories area were concerned. Similarly, the land deeds translated by Myron L. Cohen in *Kinship, Contract, Community and State*, op. cit., all include this feature.
 24. The local Chinese name for a “ladder” of fields was usually 一瀝田, the name being taken from the irrigation leat which supplied them, although other names are found on occasion as well.
 25. Hansen, *Negotiating Daily Life*, op. cit., notes that reading out the deed before the witnesses and the principals, immediately before finalisation, to ensure the witnesses were clear as to the exact wording and meaning, was universal, at all dates from the Tang onwards. She notes a Yuan play in which the plot hinges on a deed being issued which was not read out before being finalised (the deed was a death-bed grant) and where the absolute strangeness of the proceeding was the heart of the story (pp. 6–7, 125). None of the land deeds translated by Myron L. Cohen, *Kinship, Contract, Community and State*, op. cit., mentions the presence of the community or debate before the community. This absence is the single most important difference between these South Taiwan deeds and those from the New Territories.
 26. See, for instance, Deed 9, but similar statements in slightly different wordings are to be found in many other deeds.
 27. 債折 (Deeds 17, 26, 28, 32, 34, 36, 40, 41, 51, 55) often means “gouging”, i.e., where a man has made a loan to another man, and who then forces an absolute sale at well below the market price because of the hold he had over the other (Kentaro Matsubara, personal comment). 準拆 (Deeds 12, 39 and 49) can have the same meaning. However, in deeds from the New Territories, it seems more likely that the implication is wider, i.e. that no improper discount has been enforced on the vendor by the purchaser: these two phrases are so translated here. This is particularly so since the phrase 債拆, which certainly means “improper discount”, is probably intended, rather than either 準拆 or 債折. The phrase 債折 is found almost exclusively in deeds from Shek Pik, strongly suggesting that 債折 is merely a variation of 債拆. The close similarity of the two characters makes it very easy for the one to be written for the other, although 折 is certainly the character written in Deeds 17 and 26. The deeds with 準拆 comes from Sha Tau Kok and may have a more exact meaning, i.e., “no gouging has taken place”. The very idiosyncratic Deed 69 has 債賬 with the same meaning as 債拆. The equivalent phrase to 債拆 in deeds from the north-eastern New Territories is that there has been no 加價剝削 (“increase in the price or shaving back in the area”). Since the exemplaries extracted in Part 3 all come from the north-eastern area of the New Territories, none includes the phrase 債拆.
 28. Deeds 35, 53, and 89.
 29. Deed 48 thus states “on that day, led by the middleman, and before the community, the true market price was agreed verbally”; Deed 71 states the position similarly: “in the

- presence of witnesses, and with the middleman [the true market price] was agreed”; Deed 95 states: “the three parties, before the community, verbally settled what was the true market price”; and Deed 87 similarly states: “the true market price was clarified verbally before the community and the middleman”. Other deeds have wording of a similar kind.
30. Deeds 17, 43, 53, 54, 57, 62, 70, and 80 (see Plates 6, 7, and 11) show this usage clearly: it is probably to be inferred also from Deed 57. This usage is particularly clear in Deed 62, a transaction without a middleman, where the warranty clause states that anything left unclear from before must be settled “with the community” (同眾理明) where other deeds would say “with the middleman”.
 31. Deed 30 (where the name of the middleman in the body of the deed was originally written wrongly, then was crossed out and the right name interlined) is probably another similar case (the name is given correctly in the list of witnesses). Deed 32 is almost certainly another case. Here the vendor originally proposed to sell three pieces of land, but eventually decided to sell only two. The deed was amended to reflect this change, with “three” over-written “two” and ten characters describing the third plot blacked out. The amendments were not carried through very thoroughly, however; in some other places, the deed still mentions three lots as being involved. After the takeover by the Hong Kong Government, since the final deed had to be written on Stamp Duty paper, amendments were difficult without wasting the paper and the Stamp Duty paid on it, it is probable that the final deed was always written up by the deed writer after the village discussion, with the draft deed prepared on ordinary paper.
 32. Deed 12 uses very similar words: “On that day the money was handed over in full by the middleman”. Deed 33 puts it thus: “On the day the deed was issued, the money was handed over in full, all of the same purity, in the presence of the middleman”. Deed 87 states: “On that day the money was handed over in the presence of the middleman [to the vendors] before the community, who themselves saw it received in full with their own eyes”. Deeds 9, 10, 16, 17, 29, 31, 32, 34, 35, 36, 37, 41, 42, 44, 49, 50, 70, 84, and 89, all contain wording of a similar character, with rather more than half specifying that the money was handed over “by” rather than “in the presence of” the middleman, as does the exemplar at Deed 112. Deeds 43, 45, 55, 73, and 92 mention the handing over of the money, but without specifying the role of the middleman, although several of these deeds do specify that it was handed over “before the community”, and the presence and central role of the middleman can be assumed to be involved in these transactions as well.
 33. See, for instance, Deeds 53 and 67.
 34. Deeds 7, 14, 26, 40, 44, 46, 55, 57, 69, and 72. Deed 34 specifies one witness as supervising the handover, without stating what was handed over, presumably the money.
 35. Hansen, *Negotiating Daily Life*, op. cit., notes that land deeds from the Sung stipulate that the land and the full amount of money agreed must each be handed over on the same day (pp. 54–55). The land deeds translated by Myron L. Cohen, *Kinship, Contract, Community and State*, op. cit., also all show land and money being handed over on the same day.

36. Deeds 32, 33, 34, 36, 40, 42, 46, 52, 67, and 79 have very similar wording.
37. Deed 7 takes this line as well. Hansen, *Negotiating Daily Life*, op. cit., notes that the vendor and the middleman (“guarantor”) had to “clear up anything unclear from before” from the Tang period onward (pp. 10, 28, 32, and 54). The “guarantor” was “personally liable” for any debt which thus surfaced after the transaction. This is thus another place where the traditional law of the New Territories area was very conservative. The land deeds translated by Myron L. Cohen, *Kinship, Contract, Community and State*, op. cit., mostly do not refer to warranty, but, where they do, refer only to the vendor’s warranty (pp. 256, 259, and 266).

Chapter 8 Temporary and Reversible Alienations

1. For instance, Deeds 52, 57, 59, 61, 65, 66, 67, 68, 77, 78, and 79.
2. See Deed 64 and Deed 111, which is an exemplar of a deed of discharge; Deed 59 acts as a deed of discharge by an endorsement on it by the lender.
3. Boulais, op. cit., para 479bis, notes that if, after ten years, a mortgagor could not afford to redeem the land, he could demand an additional sum from the mortgagee to turn the sale into an absolute sale; if the mortgagee could not find this sum, then the mortgagee should seek some other purchaser who could do so. There is, however, no hint in the deeds in Part 3 that this was part of the Customary Law in the New Territories area. Deeds 53, 66 and 77, are cases where mortgages were converted to absolute sales, but there is no hint that the mortgagor had the right to demand conversion to an absolute sale. Hansen, *Negotiating Daily Life*, op. cit., states that Sung law required redeemable sales to be redeemed within three years (p. 98).
4. Hansen, *Negotiating Daily Life*, op. cit., notes that both redeemable sales and mortgages (loans of money with land put up as collateral) were legal under Tang and Sung law (pp. 43, 99). Foreclosure was specifically permitted under both legal codes, in at least some circumstances.
5. Redeemable sales are thus sometimes called 典 (for instance, Deeds 50, 51, and 98) and sometimes 當 (for instance, Deeds 54, 56, and 78), and loans of money against land put up as collateral are equally sometimes called 當 (for instance, Deeds 58 and 68) and sometimes 典 (for instance, Deed 79). In Deeds 51, 52, and 55, the character 按 is used for a redeemable sale; in Deeds 62, 67, and 77 按 is used for a loan against collateral. In Deed 52, the phrase used for a redeemable sale is 按過耕 in the initial clause, and 當過耕 in the final clause. In Deed 53, the phrases used are 轉退 and 轉按. In Deed 57, 退過耕, 按退過耕, and 退過 are used. One deed (Deed 62) does have a phrase suggesting that there was some difference in meaning between these two characters, but the phrase is rather vague and gives no assistance in understanding what the difference was seen as consisting of. This deed refers to a loan of money against land put up as collateral. The transaction is twice called 當, in both the initial and final clauses. The deed, however, contains a clause saying that, if the interest due is not cleared each year, then the mortgagee may re-mortgage the land to someone else, “by way of either a *tin* (典) mortgage or a *tong* (當) mortgage” (任由銀主或典或當). In Deed 69, where

the drafter wished to say that the land being disposed of was not subject to any mortgage, he said 並非重典重按. The words 借錢數, “deed for the loan of money” are sometimes used for a mortgage with land put up as collateral (Deeds 59, 61, and 81): this form of words seems never to be used for a redeemable sale. In Deeds 66 and 67, such transactions are called (Deed 66) 揭銀, 揭田, and 按 and (Deed 67) 按揭銀 and 揭銀. Use of the character 揭 thus seems also to be limited to loans against collateral. The agreed price for a redeemable sale is usually called 田價 or 價 (“the price of the land” or “the price”, in Deeds 52, 54, and 56), but is called 借出花銀 (“money lent”) in Deed 55; in Deeds 53, 66, and 67 (including both redeemable sales, Deed 53, and loans against collateral), the agreed price is called 按出血本花銀. In the Imperial Land Law, 典 was used for a redeemable sale and 賣 for an absolute sale, occasionally also for a redeemable sale (Kentaro Matsubara, personal comment), but this distinction does not seem to appear in the New Territories.

6. Deeds 59, 60, and 61 are examples from Wu Kau Tang village.
7. Deeds 62, 66, 67, and 77.
8. The Pui O Notebook (see below) contains two deeds covering loans of money against collateral between village brethren of different clans (see Table in text). These two deeds are not transcribed in Part 3.
9. The deed states that the borrower had “gone himself” to the lender and that the interest was agreed between the parties. No middleman is mentioned, and the only witness is the deed writer: there is no hint of any public village discussion or consent. The exemplar assumes the interest is to be paid in silver. Failure to pay in full each year would lead to foreclosure of property. However, if the money was repaid, the deed was to be returned.
10. Deeds 62, 66, 67, and 77. In Deed 67, the mortgagee asked his uncle to ask the mortgagor for the money, but it is probable that this uncle – who also wrote the deed – was in fact the next heir, as thirteen years later he was in control of the land and sold it absolutely to the mortgagor.
11. Deed 66 specifies that this was to be cleared after each harvest: this is probably to be understood in the other three cases as well.
12. Deed 68 (Tai Long), 65 (Ho Sheung Heung), and 79 (Keung Shan). These deeds are fuller than those from Pui O. Deeds 68 and 79 specifically mention a middleman and a formal witness, suggesting a village discussion was held. Deeds 59, 61, 65, and 66 are witnessed only by the deed writer. Deed 58, from Shek Pik, is also fuller, but refers to a loan of cash against a house put up as collateral. Deed 79 specifically mentions that the market price was agreed by “the three parties” before the village community. The lender got the deed and also took charge of earlier deeds (in this case, eight *chi tsai*).
13. “Foreclosure” is here taken to mean the handing over of some piece of land in lieu of interest and principal to the lender of a loan where the borrower is unable to keep up the payments of the interest. The meaning is therefore less technical than the standard modern Common Law meaning. The deeds in Part 3 give 騎田 (Deeds 67, 68, 77, and 110) or 寄田 (Deed 65) as the local Chinese term for foreclosure. Deed 81 gives 抵押. Deed 89 uses 騎田 to mean “take possession of”.

14. The equivalent were the debt \$10 would be 0.375 *tau tsung*. This is not too far from the figures in Deeds 63 and 68 (0.6 *tau tsung* as collateral for a debt of \$10, and the equivalent of 0.61 *tau tsung* as collateral for a debt of \$10).
15. Deed 81, and, probably, in the exemplar at Deed 110.
16. Deeds 68 and 82, cases where there is little sign of the involvement of the village community, are both cases, however, where the loan was between close relatives, so even if the alienation was absolute, the village community would be only marginally interested.
17. Deeds 52, 53, 54, and 55 are examples (Deed 56, which is between very close relatives, has no middleman, physical inspection, offer to close relatives, or discussion before the village community). Deeds 50 and 51 are very similar, except that they refer to the redeemable sale of *tei kwat* rent-charges. The exemplar at Deed 109 is entirely in line with these deeds.
18. Deeds 52, 53, and 56.
19. Deed 54.
20. Deeds 52, 53, and 54.
21. Not surprisingly, in view of the circumstances, there was no middleman, no witnesses (except for a deed writer), and no village meeting. The deed states that, if the money is repaid, the deed will be returned.
22. The notebook copy of this deed has no marginal note saying what happened in this case, but later in the notebook there is a list of all the land then controlled by Cheung Kwong-chuen (probably dating from about 1905–07), and the land involved in this transaction does not appear there, so the likelihood is that it was redeemed.
23. It was usual for there to be two deeds, one held by the landlord and one by the tenant.
24. Deeds 101 and 102.

Chapter 9 Land Deeds and the Japanese Occupation, 1941–1945

1. For the New Territories under the Japanese, see J. W. Hayes, *The Great Difference*, op. cit., chap. 5, “New Territories People and the Japanese Occupation 1941–1945”; D. Faure, “Saikung: The Making of the District and its Experience during World War II”, *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 22, 1982, pp. 161–216; and S. J. Chan, *East River Column: Hong Kong Guerrillas in the Second World War and after*, Hong Kong University Press with the Royal Asiatic Society, Hong Kong Branch (Hong Kong Studies Series), Hong Kong, 2009.
2. Deeds 87, 89, and 90.
3. For instance, Deed 88.
4. Deeds 84 and 88.
5. Deeds 84 and 88.
6. Deeds 86, 89, 90, and 93.
7. “The Japanese did not continue the Land Office registers” (Hong Kong Hansard: the Hon. G. E. Strickland, Attorney General, in the Hong Kong Legislative Council, Thursday 17th October, 1946, in moving the Stamp (Amendment) Bill, designed to regularise land transactions dating from the period of the Japanese Occupation). The

Attorney General went on to explain that, in the City, the Japanese had introduced a “House Registration Office” at which transactions in house property in the City could be registered, but that the forms used there were inadequate under Hong Kong law (especially as no reference was made to the land on which the house stood) and needed amendment to the law to allow the transactions to be re-registered. However, no such office was ever established in the New Territories (Tsuen Wan may have been covered by the urban House Registration Office: personal comment, Dr James Hayes), and no system of regular registration of transactions in land was ever instituted by the Japanese there. It seems likely that the Japanese wanted to institute a new cadastral survey, along the lines of the Taiwan Survey, but that nothing was ever done about starting such a major task. The Japanese instituted local offices (Kui Yik Soh, 區役所), and transactions in land could be taken there, where the office would stamp the deed if it found it acceptable, but no formal registration offices for land transactions were opened.

8. They martyred all the Catholic priests active in the area, for instance, and executed numbers of ‘collaborators’ and ‘bandits’. S. J. Chan, *East River Column*, op. cit., does not mention the martyrdom of the Catholic priests.
9. Lantau dominates the entrance to the Pearl River Estuary and the sea-route to Canton; as such, it was of great strategic importance to the Japanese.

Part 3 Customary Land Deeds: Introduction

1. These translations are, however, in places summary and in places somewhat inaccurate, and should be used with caution (Dr J. W. Hayes, personal comment).
2. Deeds 1–6.
3. Deeds 114 and 115.
4. Deeds 116 and 117.
5. Deeds 118 and 119.
6. Those “deeds” which are not strictly speaking land deeds (Deeds 114–119) also normally start with this character, since they are written in deed format. Deed 115 is an exception.
7. For village calligraphy, see J. W. Hayes, “Manuscript Documents in the Life and Culture of Hong Kong Villages in Late Imperial China”, *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 50, 2010, pp. 165–244.
8. The blurring seen of the red colour in Plates 8–11 is due to a reaction of the ink to the chemicals used to preserve the document.
9. Deed 69, almost certainly drawn up by the purchaser, who was not a New Territories villager, is the only deed attached not to show this “family resemblance”.
10. For instance, Deed 29, where the document is called 數 in the initial clause and 字 in the final clause; or Deed 44, 契 and 數.
11. For instance, Deeds 16 and 47, where 退斷 are used for the transaction in the initial clause and 賣斷 in the final clause; or Deed 26, 杜斷 and 賣斷.
12. For instance, Deed 52 (one of many), where the same transaction is called 按 and 當 in the initial and final clauses.

Pre-British Period Deeds (Deeds 1–68)

1. These Lamma certificates of title are not the only examples known from the Hong Kong region. When the British took control of Hong Kong Island (1841), the Tang (鄧) clan of Kam Tin claimed the *tei kwat* rights to at least the two major villages of the island, Wong Nai Chung (黃泥涌) and Heung Kong Wai (香港圍). They had previously been collecting a rent-charge from the villagers of these villages. The Tangs paid land tax for some land in these two village areas. When the British came, however, the Tangs could produce no deeds to justify their claims; the new British authorities dismissed the Tang claims as unwarrantable and paid compensation (in particular for the resumption of the Wong Nai Chung rice-fields and their drainage to form the Happy Valley Racecourse) to the cultivators (who had previously been the *tei pei* tenants of the Tangs) rather than to the Tangs. For rice-land not so resumed, the new British authorities took Crown Rent (in the form of Squatter Licence fees) from the cultivators, who thereupon declined to make any further payments to the Tangs. The Tangs immediately petitioned the Magistrate, urging the arrest of the tenants, and probably seeking issue of a certificate of title explicitly recognising the Tang claims. The Magistrate hesitated, and eventually declined to act, given the political sensitivities involved, but did (in 1844) cancel the land tax due from the Tangs. Exactly the same thing happened in 1858, when the British occupied Tsim Sha Tsui, over which the Tangs claimed the *tei kwat* rights, but where they could show no deeds. The British rejected the Tang claims. A petition to the Magistrate on this occasion did lead to a certificate of title being issued (“the Magistrate issued a proclamation declaring that Tung Wing Fook Tong [one of the Tang clan ancestral trusts] is the real owner of the property”), but the British declined to accept it, and the Tang claims were dismissed. See James W. Hayes, “Hong Kong Island before 1841”, *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 24, 1984, pp. 120–125, and sources there cited.
2. *Fan* (分) is the candareen.
3. *A li* (厘, 釐) was the tenth part of the candareen, worth a fraction more than one single cash.
4. Over time, the wording of the memorials changed slightly, although without changing the essential character or meaning. The memorial given above is in the wording used in the middle eighteenth century. For a memorial in the wording used in the early nineteenth century, see Plate 2. For a copy (with translation) of a memorial in the wording used in the late nineteenth century, see Appendix VIB to “Report on the New Territory during the First Year of British Administration”, *Sessional Papers*, 1900, No. 15 (*Papers laid Before the Legislative Council of Hong Kong, 1900*: Hongkong, Noronha & Co., Government Printers, 1901). In the transcription, the character omitted in the third line is unreadable in the copy, and was dropped from later versions of the memorial.
5. Thus, for instance, in the collection of deeds of the Lee clan of Wo Hang there are a number of red deeds without their associated memorials, and a number of memorials without their associated red deeds, but only a few transactions have both documents surviving.
6. Here and in other Wo Hang deeds, the surname 李 is transcribed “Lee” in deference to the preferred transcription used by the family. Elsewhere “Lei” is used, as being closer to the actual pronunciation, or “Li”.

7. For a detailed discussion of saline-paddy, *wai* at San Tin, see James L. Watson, “Salt Water Margin: A ‘Common Fields’ System in South China” (forthcoming). I am greatly indebted to Professor Watson for allowing me sight of the draft of this important paper.
8. The phrase “大小壹坵” (“one plot, larger and smaller”) is probably due to poor drafting. Normally, more than one plot was sold. Exemplaries therefore include as a standard phrase “大小 … 坵” (... plots, larger and smaller”) (see Deed 108), and the drafter in the case of the current deed wrote the phrase in without noting that it was inappropriate in the context of a deed for a single plot, as here. Deeds 10 and 14, among others, show the more normal use of the phrase for a sale covering several plots. Deed 17, which is the sale of a single plot is better drafted “壹大坵” (“one large plot”). Deed 30 has the same drafting error as here.
9. Unfortunately, the Land Court Report, which originally had a number of original deeds attached to it as evidence, when it was sent to the archives in the 1930s, had all these original deeds removed and destroyed, so that, while we have the comments of the Land Court on these original deeds, they do not themselves survive. For the same reason, the letters survive today only in translation.
10. No dates for the Ma Wan confiscation and re-grant are mentioned. It is, however, possible that the confiscation took place in the middle to late Ming, in the aftermath of the Portuguese occupation of the area in the period 1514–21, with the re-grant either taking place shortly thereafter, or perhaps later, in the early Ching.
11. The figure of ten acres was estimated by a British naval officer who produced a report on the island in 1794: see J. L. Cranmer-Byng and A. Shepherd, “A Reconnaissance of Ma Wan and Lantau islands in 1794”, in *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 4, 1964, pp. 105–119.
12. The Director of Education used the income from the lands at Ma Wan and San Tin to meet the expenses of his office. He ran a school, which included within it the County Temple of Confucius (the “Temple of Literature”, 文廟). He had to arrange for the rituals that were performed there. He also had to maintain the Register of the County Graduates. His salary was met from this income. A county official, in a communication with the Hong Kong Government on this issue, said that, if the Director could not get his income back, “he would certainly starve”. The graduates seem to have used part of the school for what was, in effect, a clubhouse. It would seem that they formed a trust among themselves to run it. Pun Tat-tong was probably the manager of this trust (司理人). When the income failed after the takeover, the graduates held a meeting, and elected Pun Tat-tong, to try to get the income preserved. This is why the Wing Hing Company seems so very generous to the Director in the above deed: the payments made by Pun Tat-tong to take over the rights to this property were, doubtless, funds donated by the graduates at large.
13. The family called itself the “Pik Sha Chan” or “Pik Chan Sha” (Deed 21) Lei clan, from their place of residence. Others called them the “Sha House” (Deed 26), again from this place of residence.

14. It was common practice in the New Territories for clans, once settled in an area, to try to occupy as much land as possible, to ensure that the clan had as much expansion space for the future as could be got. As well as the Chungs, the Wan (溫) clan of Lung A Pai (龍丫排) (settled by the Wans at about the same date as the Chungs settled Ping Long) sent out members of the clan to occupy San Tong (新塘) and Siu Om Shan (小崙山) at much the same period as the Chungs were occupying Tin Liu Ha and Tai Om Shan, and the Sham (沈) clan of Shui Wo (水窩) (similarly settled by the Shams at about the same date as the Chungs settled Ping Long) sent out members of the clan to occupy Ng Tung Chai (梧桐寨) and Ma Po Mei (麻布尾) (again at about the same period as the Chungs were occupying Tin Liu Ha and Tai Om Shan), while the Leung (梁) clan of Lower Pak Nga Shek (白牛石) occupied Upper Pak Ngau Shek and Ma Po Mei, again at the same period as the Chungs were settling their various villages.
15. The areas north and south of the two spurs were being settled at the same period as the Chungs were settling Tai Om Shan, by the Wans to the north, with their village of Siu Om Shan, and by the Shams to the south, with their village of Ng Tung Chai.
16. The deed expresses concern that other village clans might cause “troubles and contention”. The Chungs were probably thinking about the Cheung (張) clan of Tai Om (大崙). Tai Om village lies just north of the Tai Om Shan tenanted area, on the same stream. The Cheungs had probably expected to expand the area under their control into the Tai Om Shan valley (Chai Kek, 寨𨵿, to the west of Tai Om, was already settled by another Chung (鍾) clan, no relations of the Chungs of Ping Long and Tai Om Shan, and Ping Long to the north of Tai Om was similarly already occupied, so the Tai Om Cheungs could not expand to the west or north), and, by this 1732 deed, the Chungs had clearly stolen a march on the Cheungs. The resulting enmity between the Chungs and the outraged Cheungs affected the politics of the valley. The Lam Tsuen villagers formed themselves into six *kap*, or self-protection alliances (保甲): Ping Long, Tai Om Shan, San Tong, Lung A Pai, and Siu Om Shan (that is, the lands of the Chungs and the Wans) formed one of these *kap*, but the Cheungs of Tai Om declined to join this grouping, preferring to ally themselves with the Shams of Shui Wo and Ng Tung Chai and the Chungs of Chai Kek. It will be noted that the Wans of Lung A Pai did manage to secure for themselves the whole of the stream-course on which their main settlement stood, by their settlement of Siu Om Shan.
17. This current deed was, by the time the deeds were handed to Dr James Hayes, carefully glued to Deed 19, and must eventually have been held together by one family. However, it is likely (Dr James Hayes, personal comment) that the two tenancies were originally held by separate families, and only much later came to be inherited by just one, in the context of the sharp decline in the Cheung clan in the later nineteenth century. The Cheung clan who were the holders of these permanent tenancies were from Ham Tin. The two deeds refer to different areas of land. This current deed is for an area of 1.86 *mau*, or, at the standard 4.8 *mau* to the acre 0.3875 acres, while Deed 19 is for an area of 6.0 *tau tsung*, or, at the standard rate of 6.1 *tau tsung* to the acre 0.9836 acres, and thus the two deeds clearly refer to separate areas. The land tax paying land sold to the

Cheung clan in 1772 (Deeds 7 and 8) was also, by the time the deeds were handed to Dr Hayes, held by the same family as was then holding these two tenancies, but, again, this may well have been a development only of the later nineteenth century. The clan genealogical record (族譜) is of little help in clarifying the relationships between the various members of the clan mentioned in these deeds.

18. The dominant clans within this area (albeit all rather poor compared with clans elsewhere in the New Territories) were the Wong (王) clan of Tai Wan (大環), and the Lau (劉) clan of Wong Chuk Wan (黃竹灣). As with the clans in Lam Tsuen, these two clans expanded into nearby empty land shortly after they settled their main village, about 1700. The Wongs thus occupied Shan Liu (山寮), and Long Keng, as well as Tai Wan, and the Laus occupied Ngong Wo (昂窩), as well as Wong Chuk Wan. The area between Long Keng and Shan Liu, however, was settled by small clans: the Ho clan (何) at O Tau, the Kuet clan (闕) at Nam A, and the Leis at Wo Liu. This is probably because these small families moved into the area before the dominant clans were able to occupy the space, while they were busy establishing Shan Liu and Ngong Wo. However, some of these small families were genealogically connected with other settlements in the broader area, if not immediately close by. Thus the Kuets settled at Nam A at about the same period as their close relatives settled Ngong Ping (昂平), high in the mountains in the Ma On Shan area, about three miles away, and the Leis of Wo Liu were similarly closely related to the branch of the clan which settled at Tso Wo Hang (早禾坑), about a mile to the east, on the coast, at about the same time.
19. This deed is transcribed from a poor copy. Some characters are missing because the original was creased when copied, and several characters were hidden in the creases. Most of the missing characters can be supplied from a rather poor transcript made at the time of copying.
20. The stone-cutters, at the date of this deed, were almost all single men living in the quarry for the term of a contract with the quarry-master.
21. The Yungs found no exemplars of deeds for the purchase of an old grave in their exemplaries: this deed was accordingly drawn up without the benefit of an exemplar. The Yungs added it to their exemplaries afterwards, to act as an exemplar for the future. The exact meaning of “inherited from of old from his grandfather and elder and younger uncles” is unclear, but is quite possibly to be taken as meaning that the grave was of the vendor’s great-grandmother. The assumption must be that the vendor’s father was dead. If so, the vendor’s sons, uncles and nephews would all have had an interest in the the grave, and so are all included as “next heirs” in the deed.
22. See J. W. Hayes, “Peng Chau between 1798–1899”, *The Rural Communities of Hong Kong*, op. cit., pp. 34–37, especially n. 17.
23. Since Peng Chau was a good deal smaller and less prosperous than Cheung Chau, this is about what might be expected.
24. In the original, the character 手 (fourth line of the transcript above) was originally written 首, which was then crossed out, and the correct character written alongside. In the original deed, 時 (fourth line above) is written in a simplified way more frequently used for the character 明, but the context of the deed makes it certain that 時 is intended here.

Other and Miscellaneous Deeds and Documents (Deeds 101–119)

1. At Hoi Ha, a division of property of 1909 between brothers was thus handled without a deed, but the details are known since one of the brothers, Yung Sze-chiu, noted the lot numbers of his and his brothers' shares in a notebook. Hong Kong Government, Leisure and Cultural Services Department, Central Library, Book Reference no. R421.5-7269.
2. Of the three deeds issued, the deed held by Tak-shau survives intact, while the deed held by Tak-leung survives in part, although very badly damaged (Dr James Hayes holds photostats of both). The Tak-leung deed has lost sections one and two entirely, retains about half of section three, almost all of sections four and five (the last few sentences of section five are lost), has lost the dating clause entirely, but retains about half of the final, seventh section. The Tak-leung deed makes it clear that, in the 1890 consolidation of shares, he got all the land at Shek Pik (the section which would have recorded what he had to pay for this is lost). Presumably, Tak-chiu received all the land at Wo Tong Tsai.
3. The patrons in fact supported their monastery by delivering rice, salt, oil, and tea-leaves to the resident nun, and by taking on the responsibility of maintaining the structure. The resident nun had control only over a few tiny patches of land in front of the monastery on which she grew vegetables for her food (these were so small and of such poor quality that they were not registered at the Block Crown Lease). The resident nun had an obligation laid on her by the patrons to provide free tea to all passers-by along the road (this was why delivery of tea-leaves was part of the nun's basic subsistence rations). The elders of the six villages would hold a communal feast of vegetarian food at the monastery twice a year. The monastery has two rooms for resident nuns. There was usually only one, but, if the resident nun became infirm, and a younger woman was found willing to take the place on, two nuns could live there for a time. There was also space for visitors to spend the night (the nun's quarters were in a different part of the building, and could be locked off), a meeting room for the elders of the six villages, as well as the worshipping area in the centre of the building. Oral information given to the author by the elders of the six villages.
4. On the sale of children in the New Territories area, see J. W. Hayes, "Women and Female Children in Hong Kong and South China to 1949", *Collected Essays on Various Historical Materials for Hong Kong Studies* (Hong Kong Urban Council, 1990), pp. 33–47, and "San Po Tsai (Little Daughters-in-Law) and Child Betrothals in the New Territories of Hong Kong from the 1890s to the 1960s", in M. Jaschok and S. Miers (eds.), *Women and Chinese Patriarchy: Submission, Servitude and Escape* (Hong Kong University Press/Zed Books Ltd, 1994), pp. 45–76. A plate of this second deed, for the sale of the girl, is in the 1990 article by Dr J. W. Hayes.
5. Many villagers believe that any villager so blessed with sons was morally obliged to offer one for adoption if a relative had need (oral information from elders of Sha Tin born 1910–20, given to the author about 1980).

Appendix: A Note on Measures

1. In *Papers laid before the Legislative Council of Hongkong, 1900* (Sessional Papers), Government Printer, Hong Kong, 1901, No. 15/1900, p. 254.
2. T. T. Meadows, *Land Tenure in China: Remarks on the Acquisition, Common-Tenure, and Alienation of Real Property in China*, in *Transactions of the China Branch of the Royal Asiatic Society*, Hong Kong, Vol. 1, 1847, pp. 1–16.
3. G. T. Staunton, *Ta Tsing Leu Lee*, op. cit., footnote to p. 94.
4. In a report on land tenure in Ma Wan in file C.S.O. 53/1901, reference no. 16, 19 March 1901, Public Records Office, Hong Kong.
5. Nam Hoi County covered the western half of the city of Canton and the area immediately west of the city, as far as and including the substantial town of Fat Shan (Foshan, 佛山): the eastern half of the city, and the area immediately east and south of the city, formed the second metropolitan county, the County of Pun Yu (Panyu, 番禺).
6. See the Proclamation of 28 June 1905, issued by the Colonial Secretary on behalf of the Governor, where 4.8 *mau* to the acre is given in six separate places as the correct figure, and the Proclamation of 11 July 1906, issued by the Colonial Secretary on behalf of the Governor, where the same equation is given, again six times. See *Notes for Use in the District Land Offices New Territories*, file C.S.O. 4865/1906, Hong Kong Public Records Office, HKRS No. 156.
7. The slight difference in the measurement of the *mau* in these authorities is due to a slight imprecision in the length of the basic Chinese unit of length, the *tseung* (丈), the *mau* being a given number of square *tseung*.
8. Oral information from Sha Tin and Sha Tau Kok village elders, born 1910–30, given to the author in the 1980s.
9. Deeds 13, 17, 26, 32, 38, 40, 51, and 68. In these deeds, the standard exchange rate (0.72 taels = \$1) is quoted exactly. In addition, Deed 10 quotes a sale price of 53.28 taels, a somewhat awkward figure, but less awkward if read as seventy-four dollars, which supposes an exchange rate of 1,389 cash to the tael. Deed 117 speaks of a payment of 17,696 cash, an unlikely figure, but more reasonable when put into taels (17,697 cash equals 12³/₄ taels at 1,388 cash to the tael, assuming an error in calculation of one cash). Deed 61 states that five dollars equals 3.6 taels, which is a figure rounded up to the nearest one-thousandth of a tael (3.6 taels is 4,996.8 cash).
10. For instance, Deed 66: this wording is almost universal in deeds from Pui O, see also Deeds 52, 57, 62, and 77, with the same formula implied also in Deeds 53 and 68. In the exemplars, the standard form of words for deeds of absolute sale or mortgage is that the sale price should be given in dollars, with the sum given also in taels, according to the 0.72 formula (田價銀 [···] 大員, 共重 [···] 正七二兌足): in other words, the exemplars agree with the deeds above as to how the equation should be stated.
11. Wording of this character appears in Deeds 7, 9, 10, 12, 13, 14, 15, 16, 26, 28, 32, 33, 36, 40, 50, 51, and 55.
12. Again, this conclusion is the more likely since all these deeds come from South Lantau (Shek Pik, Shui Hau, and Tai O), and from dates between 1867 and 1891 (respectively,

1871, 1874, 1891, and 1890 for Deed 55). Other deeds from the same area and date (e.g., Deed 26, Shek Pik, 1846; Deed 28, Shek Pik, 1850; Deed 32, Shek Pik, 1866; Deed 40, Shek Pik, 1844; Deed 41, Tai O, 1861; Deed 55, Shek Pik, 1890; Deed 51, Mui Wo, 1878; and Deed 68, Tai Long, 1888) all give the standard exchange rates, so it is very unlikely that any different exchange rate was in force in this area.

13. This deed is for a dilapidated house in Tai O and dates from 1867, but a sale of an abandoned house-site from the same town and only six years earlier (Deed 40) gives the standard rate.
14. Deed 14 stipulates fineness of ninety-six per cent, which was the standard. Deeds 12, 14, 15, and 32 stipulate that the silver to be paid in must be “good silver” (花銀), which gives the same meaning.
15. The deeds of this character include: Deed 25 (2,500 cash); Deed 27 (8,800 cash); Deed 30 (2,600 cash), Deed 31 (25,000 cash); Deed 35 (8,000 cash), Deed 45 (15,700 cash); Deed 39 (30,200 cash); Deed 56 (15,000 cash); Deed 59 (2,000 cash), and Deed 64 (33,000 cash).
16. Probably Deeds 83, 84, 85, 88, 91, 92, 93, and 94.
17. Deeds 86, 87, 89, and 90.

Bibliography

- 九龍樂善堂特刊, Kowloon, 1939.
- 粵東省例新纂 [A New Collection of Kwangtung Provincial Decrees], Tao Kuang 26 (1846), reprinted by 成文出版社, Taipei, 1968.
- Baker, Hugh. "Customary Law and the New Territories", *Hong Kong Culture and Society Programme*, Occasional Paper No. 7, Centre of Asian Studies, University of Hong Kong, 2009.
- Boulais, G., S.J. *Manual du Code Chinois*, Imprimerie de la Mission Catholique, Shanghai, 1923.
- Chan, S. J. *East River Column: Hong Kong Guerrillas in the Second World War and After*, Hong Kong University Press with the Royal Asiatic Society, Hong Kong Branch (Hong Kong Studies Series), Hong Kong, 2009.
- Chang Ch'en, Fu-mei, and Ramon H. Myers. "Customary Law and the Economic Growth of China during the Ch'ing Period", *Ch'ing-shih wen-ti*, Vol. 3.5, 1977, pp.1–32.
- Cheung Yat-ping (張一兵), ed. 深圳舊志三種 [Three Ancient Gazetteers of Shenzhen]. 海天出版社, Shenzhen, 2006.
- Choi, Chi-Cheung. "Family and Land Transfer Practice in Guangdong", *Proceedings of the Tenth International Symposium on Asian Studies*, Vol. 1, 1988, Hong Kong, Asian Research Service, pp. 489–497.
- Chü, Tung-tsu. *Local Government under the Ch'ing*, Harvard East Asian Monographs No. 143, Harvard University Press, 1988, p. 131–132.
- Chung, Stephanie Po-yin. "Chinese Tong as British Trust: Institutional Collisions and Legal Disputes in Urban Hong Kong, 1860s–1980s", *Modern Asia Studies*, Vol. 44, 2010, pp. 1409–1432.
- Cohen, Myron L. *Kinship, Contract, Community and State: Anthropological Perspectives on China*, Stanford University Press, 2005.
- Cranmer-Byng, J. L., and A. Shepherd. "A Reconnaissance of Ma Wan and Lantau Islands in 1794", *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 4, 1964, pp. 105–119.
- Elman, Benjamin. *A Cultural History of Civil Examinations in Late Imperial China*, University of California Press, 2000.

- Faure, David. "Saikung: The Making of the District and its Experience during World War II", *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 22, 1982, pp. 161–216.
- Faure, David. *The Structure of Chinese Rural Society: Lineage and Village in the Eastern New Territories*, Hong Kong, Oxford University Press, Hong Kong, East Asia Monograph Series, 1986.
- Faure, David. "Custom in the Legal Process: The Inheritance of Land and Houses in South China", *Proceedings of the Tenth International Symposium on Asian Studies*, Vol. 1, 1988, Hong Kong, Asian Research Service, pp. 477–488.
- Faure, David, and Helen F. Siu, eds. *Down to Earth: The Territorial Bond in South China*, Stanford University Press, 1995.
- Freedman, M. *Chinese Lineage and Society: Fukien and Kwangtung*, London School of Economics Monographs on Social Anthropology, No. 33, The Athlone Press, 1966 (reprinted 1971).
- Gompertz, H. H. J. *Some Notes on Land Tenure in the New Territory*, Appendices No. I, Ia, 2 to *Report on the New Territory for the Year 1900* (Stewart Lockhart), *Papers Laid before the Legislative Council of Hongkong* (Sessional Papers 28/1901), 1901, Government Printer, Hong Kong, pp. 9–18.
- Gompertz, H. H. J. *Report on the Work of the Land Court up to 31st December 1901* Appendix No. I to *Report on the New Territory for the year 1901* (Stewart Lockhart), *Papers Laid before the Legislative Council of Hongkong* (Sessional Papers 22/1902), 1902, Government Printer, Hong Kong, pp. 5–9.
- Hansen, Valerie. *Negotiating Daily Life in Traditional China: How Ordinary People used Contracts, 600–1400*, Yale University Press, New Haven and London, 1995.
- Hase, P. H. "Notes on Rice Farming in Sha Tin", *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 21, 1981, pp. 196–206.
- Hase, P. H. "Old Hau Wong Temple, Tai Wai, Sha Tin", *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 23, 1983, pp. 233–240.
- Hase, P. H. "Yung Sze-chiu, 1874–1944: A Traditional New Territories Village Leader", *Proceedings of the Sixth International Symposium on Asian Studies*, Hong Kong, Asian Research Service, 1984.
- Hase, P. H. "Cheung Shan Kwu Tsz, An Old Buddhist Nunnery in the New Territories, and Its Place in Local Society", *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 29, 1989, pp. 121–157.
- Hase, P. H. "New Territories Poetry and Song", in *Collected Essays on Various Historical Materials for Hong Kong Studies*, Urban Council, Hong Kong, 1990, pp. 20–32.
- Hase, P. H. "Ta Kwu Ling, Wong Pui Ling and the Kim Hau Bridges", *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 30, 1990, pp. 257–264.
- Hase, P. H. "A Village War in Sham Chun", *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 30, 1990, pp. 265–281.
- Hase, P. H. "Bandits in the Siu Lek Yuen Yeuk", *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 32, 1992, pp. 214–215.

- Hase, P. H., and Lee Man-yip. "Sheung Wo Hang Village, Hong Kong: A Village Shaped by Fengshui", in *Chinese Landscapes: The Village as Place*, ed. Ronald G. Knapp, University of Hawaii Press, 1992, pp. 79–94.
- Hase, P. H. "Eastern Peace: Sha Tau Kok Market in 1925", *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 33, 1993, pp. 147–202.
- Hase, P. H. "The Alliance of Ten: Settlement and Politics in the Sha Tau Kok Area", in *Down to Earth: The Territorial Bond in South China*, eds. D. Faure and H. Siu, Stanford University Press, 1995, pp. 123–160.
- Hase, P. H. "Traditional Life in the New Territories: The Evidence of the 1911 and 1921 Censuses", *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 36, 1998, pp. 1–92.
- Hase, P. H. "Beside the Yamen: Nga Tsin Wai Village", *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 39, 1999, pp. 1–83.
- Hase, P. H. "Uk Tau and the Books of Cheng Yung", *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 47, 2007, pp. 33–40.
- Hase, P. H. *The Six-Day War of 1899: Hong Kong in the Age of Imperialism*, Hong Kong University Press, with the Royal Asiatic Society, Hong Kong Branch, Royal Asiatic Society, Hong Kong Studies Series, 2008.
- Hase, P. H. "Village Rules on the Protection of the Village Trees and Associated Matters", *Journal of the Royal Asiatic Society, Hong Kong Branch*, Vol. 51, 2011, pp. 31–56.
- Haydon, Edwin. "Chinese Customary Law in Hong Kong's New Territories: Some Legal Premises", *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 135, 1995, pp. 1–42.
- Hayes, J. W. *The Hong Kong Region 1850–1911: Institutions and Leadership in Town and Countryside*, Archon Books, Connecticut, 1977.
- Hayes, J. W. "Rural Society and Economy in Late Ch'ing: A Case Study of the New Territories of Hong Kong (Kwangtung)", *Ch'ing-shih wen-ti*, Vol. 3.5, 1977, pp. 33–71.
- Hayes, J. W. "A Village War", *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 17, 1977, pp. 185–198.
- Hayes, J. W. *The Rural Communities of Hong Kong: Studies and Themes*, Oxford University Press, Hong Kong, 1983.
- Hayes, J. W. "Education and Management in Rural South China in the Late Ching", *Proceedings of the Sixth International Symposium on Asian Studies*, Hong Kong, Asian Research Service, 1984.
- Hayes, J. W. "Hong Kong Island before 1841", *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 24, 1984, pp. 105–142.
- Hayes, J. W. "Specialists and Written Materials in the Village World", in *Popular Culture in Late Imperial China*, ed. D. Johnson, A.J. Nathan, and E. Rawski, University of California Press, Berkeley, 1985, pp. 75–111.
- Hayes, J. W. "Stakenet and Fishing Canoe: Hong Kong and Adjacent Islands in the 19th and early 20th century: The Sea and the Shore in Social, Economic and Political Organization", *Proceedings of the Eighth International Symposium on Asian Studies*, Hong Kong, Asian Research Service, 1986, pp. 573–598.

- Hayes, J. W. (with Jack Tin). "Some Aspects of Traditional Life in Hong Kong: The Village Fisheries", *Proceedings of the Ninth International Symposium on Asian Studies*, Hong Kong, Asian Research Service, 1987, pp. 53–63.
- Hayes, J. W., and Wong Wing-ho, eds. 廣東宗族契據彙錄 [A Collection of Clan Deeds from Kwangtung]. 2 Vols., 1987, 1988, Records Centre of Oriental Studies of the Institute of Oriental Culture, Tokyo University, as Vols. 49 and 54 of the Collection of the Records Centre.
- Hayes, J. W. "Chinese Customary Law in the New Territories of Hong Kong", *Proceedings of the Tenth International Symposium on Asian Studies*, Vol. 1, Hong Kong, Asian Research Service, 1988, pp. 455–476.
- Hayes, J. W. "A Glimpse of the Land Settlement at Shek Pik Village, Lantau Island, Hong Kong", *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 28, 1988, pp. 228–233.
- Hayes, J. W. "Chinese Customary Law in the New Territories of Hong Kong, Part II", *Proceedings of the Eleventh International Symposium on Asian Studies*, Vol. 1, Hong Kong, Asian Research Service, 1990.
- Hayes, J. W. "Women and Female Children in Hong Kong and South China to 1949: Documents of Sale and Transfer", in *Collected Essays on Various Historical Materials for Hong Kong Studies*, ed. Joseph S. P. Ting and S. Siu, Urban Council, Hong Kong, 1990, pp. 33–47.
- Hayes, J. W. "Chinese Customary Law in the New Territories of Hong Kong: The Background to the Operation of the New Territories Ordinance, 1899–1987", *Asian Profile*, Vol. 19.2, 1991, pp. 97–136.
- Hayes, J. W. "San Po Tsai (Little Daughters-in-Law) and Child Betrothals in the New Territories of Hong Kong from the 1890s to the 1960s", in *Women and Chinese Patriarchy: Submission, Servitude and Escape*, ed. M. Jaschok and S. Miers, Hong Kong University Press/Zed Books Ltd, 1994, pp. 45–76.
- Hayes, J. W. *South China Village Culture*, Oxford University Press, Images of Asia Series, Hong Kong, 2001.
- Hayes, J. W. *The Great Difference: Hong Kong's New Territories and Its People 1898–2004*, Hong Kong University Press, Hong Kong, 2006.
- Hayes, J. W. "Manuscript Documents in the Life and Culture of Hong Kong Villages in Late Imperial China", *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 50, 2010, pp. 165–244.
- Hong Kong Government. *Annual Reports: New Territories*, in *Administrative Reports*. Various years.
- Hong Kong Government. *New Territories: Land Court, Report on Work from 1900 to 1905*, in *Papers Laid before the Legislative Council of Hongkong* (Sessional Papers), 1905, No. 10/1905, 1906, Government Printer, Hong Kong, pp. 143–152.
- Hong Kong Government. "Notes for Use in the District Land Offices, N.T." C.S.O. file 4865/1906, Hong Kong Public Records Office HKRS No. 156.

- Hong Kong Government. "Record of the Public Services of Cecil Clementi, M.A. (Oxon), Assistant Colonial Secretary, Hong Kong", Public Record Office, Hong Kong (HKMS 178/D-S No. 1–31).
- Hong Kong Government. *Report on the Census of the Colony for 1911*, in *Papers Laid before the Legislative Council of Hongkong, 1911* (Sessional Papers), Government Printer, Hongkong, 1911, No. 17/1911.
- Hsiao, Kung-chuan. *Rural China: Imperial Control in the Nineteenth Century*, University of Washington Press, 1960.
- Jamieson, G. et al. "Tenure of Land in China and the Condition of the Rural Population", *Journal of the North China Branch of the Royal Asiatic Society*, Vol. 23, N.S., 1888, pp. 59–174.
- Jones, William C. *The Great Qing Code* (assisted by Tianquan Cheng and Yongling Jiang), Clarendon Press, Oxford, 1994.
- Kamm, J. T. "Two Essays on the Ch'ing Economy of Hsin-an, Kwangtung", *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 17, 1977, pp. 55–84.
- Lei Cheung-yau (李暢友). 港澳詩選注 [A Collection of Hong Kong and Macao Poems]. 廣東高等教育出版社, 1997.
- Lockhart, J. H. Stewart. "Extracts from a Report by Mr Stewart Lockhart on the Extension of the Colony of Hong Kong", in *Papers Laid before the Legislative Council of Hongkong, 1899* (Sessional Papers), Government Printer, Hong Kong, 1900.
- Lockhart, J. H. Stewart. "Report on the New Territory during the First Year of British Administration", in *Papers Laid before the Legislative Council of Hongkong 1900* (Sessional Papers) No. 15/1900.
- Luk, B. H. K. (陸鴻基), and D. Faure (科大衛). "向東村杜氏地契簡介" [Land Deeds from Hsiang-tung Village], *The Journal of the Institute of Chinese Studies of the Chinese University of Hong Kong*, Vol. 11, 1980, pp. 140–162.
- Macartney, George Macartney, Lord. "Lord Macartney's Observations upon China", in *An Embassy to China, being the Journal Kept by Lord Macartney during his Embassy to the Emperor Ch'ien-lung 1793–1794*, London, the Folio Society, 2004.
- Matsubara, Kentaro. "Traditional Land Rights in Hong Kong's New Territories", in *The Treaty Port Economy in Modern China*, ed. Billy K. L. So and Ramon H. Myers, Institute of East Asian Studies, No. 65, University of California, Berkeley, 2011.
- Mayers, W. F., N. B. Dennys, C. King. *The Treaty Ports of China and Japan: A Complete Guide to the Open Ports of those Countries, together with Peking, Yedo, Hongkong and Macau, forming a Guide Book and Vade Mecum*, London, 1867.
- Meadows, T. T. "Land Tenure in China: Remarks on the Acquisition, Common-Tenure and Alienation of Real Property in China", *Transactions of the China Branch of the Royal Asiatic Society*, Vol. 1, 1847, pp. 1–16.
- Messer, C. McL., and Ts'ui. *Memorandum on Land*, Appendix No. 3 to *Report on the New Territory during the First Year of British Administration* (Stewart Lockhart), *Papers Laid before the Legislative Council of Hongkong* (Sessional Papers 15/1900), 1900, Government Printer, Hong Kong, pp. 266–269.
- Ming, T. K. C. ed. *From Study Hall to Village School*, Regional Council, Hong Kong, 1996.

- Ng Lun Ngai-ha. "Village Education in the New Territories Region under the Ch'ing", in *Studies in the Traditional Roots of Hong Kong Society*, ed. J. W. Hayes and Alan Birch, Centre of Asian Studies, University of Hong Kong, 1984, pp. 106–11.
- Ng Lun Ngai-ha, "Village Education in Transition: the Case of Sheung Shui", in *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 22, 1982, pp. 252–270.
- Ng, Peter Y. L., and Hugh D. R. Baker. *New Peace County: A Chinese Gazetteer of the Hong Kong Region*, Hong Kong University Press, 1983.
- Orme, G. N. "Report on the New Territories, 1899–1912", in *Papers Laid before the Legislative Council of Hongkong, 1912* (Sessional Papers), Government Printer, Hong Kong, 1912, No. 11/1912.
- Palmer, Michael J. E. "The Surface-Subsoil Form of Divided Ownership in Late Imperial China: Some Examples from the New Territories of Hong Kong", *Modern Asian Studies*, Vol. 21.1, 1987, pp. 1–119.
- Rawski, Evelyn S. *Agricultural Change and the Peasant Economy of South China*, Harvard University Press, Cambridge, MA, 1972.
- Selby, Stephen. "Everything you wanted to know about Chinese Customary Law (but were afraid to ask)", *Hong Kong Law Journal*, Vol. 21.1, 1991, pp. 45–77.
- Shepherd, B. *Memorandum of Work done in the Land Office, Hongkong, in Respect of the New Territories for the Year 1899*, Appendix No. VIII to *Report on the New Territory during the First Year of British Administration* (Stewart Lockhart), *Papers Laid before the Legislative Council of Hongkong* (Sessional Papers 15/1900), 1900, Government Printer, Hong Kong, pp. 277–279.
- Sheung Yin-lau (商衍鑒). 清代科舉考試述略 [A Study of the Ch'ing Examinations]. 文海出版社 (近代中國史科叢刊總編第二十二輯), 1946.
- Smith, Carl T., and J. W. Hayes. "Hung Hom (紅磡): An Early Industrial Village in Old British Kowloon", *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 15, 1975, pp. 318–324.
- Staunton, G. T. *Ta Tsing Leu Lee: Being the Fundamental Laws, and a Selection from the Supplementary Statutes, of the Penal Code of China*, Cadell and Davies, London, 1810.
- Strickland, J., ed. *Southern District Officer Reports: Islands and Villages in Rural Hong Kong*, Hong Kong University Press with Royal Asiatic Society, Hong Kong Branch, Hong Kong Studies Series, 2010.
- Tan, Carol G. S. "Chinese Wills under the Laws of Hong Kong", *Hong Kong Law Journal*, Vol. 29, 1999, pp. 113–114.
- Ticozzi, S. "The Catholic Church and Nineteenth Century Village Life in Hong Kong", *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 48, 2008, pp. 111–149.
- Ting, J. S. P. ed. *Education in Hong Kong: Past and Present*, Urban Council, Hong Kong, 1993.
- Watson, J.L. "Hereditary Tenancy and Corporate Landlordism in Traditional China: A Case Study", *Modern Asian Studies*, Vol. 1, 1977, pp. 161–182.
- Watson, James L., and Rubie S. Watson. *Village Life in Hong Kong: Politics, Gender and Ritual in the New Territories*, Chinese University Press, Hong Kong, 2004.

- Watson, James L. "Salt Water Margin: A 'Common Fields' System in South China" (forthcoming).
- Wesley-Smith, Peter. *Unequal Treaty 1898–1997: China, Great Britain, and Hong Kong's New Territories*, Oxford University Press, Hong Kong (rev. ed. 1998).
- Wesley-Smith, Peter. "Identity, Feng Shui and the Law in Traditional Hong Kong", University of Hong Kong, Law Working Paper Series, Paper No. 5.
- Wickberg, Edgar. "Another Look at Land and Lineage in the New Territories, c. 1900", *Journal of the Hong Kong Branch of the Royal Asiatic Society*, Vol. 21, 1981, pp. 25–42.
- Wong Sheung-yu, Belinda. "Chinese Customary Law – An Examination of *Tsos* and *Tongs*", in *Hong Kong Law Journal*, Vol. 20.1, 1990, pp. 13–30.
- Wu Chung-king (胡從經). 歷史的聲音：歷代詩人詠香港 [Historical Sounds: Historical Poets Writing on Hong Kong]. Commercial Press, Hong Kong, 1997.

General Index

In this Index “Dd” = “Deed” (referenced by page and Deed number); “n” = “note attached to the Deed referred to”; “fn” = “footnote” (referenced by page and footnote number). References to the Deeds are limited to those matters discussed in the notes to the Deeds.

Alienation of Land, *see* Customary Land Law

Almanac 140

Anglo-Chinese Wars, *see* New Territories: History

Artisans, *see* Traditional Village Life

Baolan, *see* Imperial land Law

Bao Jia, *see* Yeuk Po

Block Crown Lease and Survey 26, 36, 66, 67, 78, 87–89, 90, 99, 101, 106, 109–114, 122, 151, 172, 290 (Dd45n), 325 (Dd69n), 335 (Dd77n), 336 (Dd78n), 338 (Dd79n), 412 fn24, 415 fn2, 431 fn45, 50, 433 fn33, 454 fn3

Chi Tsai 88–89, 338 (Dd79n), 431 fn46

Demarcation Districts 88–89, 151, 169, 173–175

Errors in Block Crown Lease and Survey 88–90, 338 (Dd79n)

Land Court 26, 36, 40, 59, 74, 78–79, 88–89, 241 (Dd18n), 290 (Dd45n), 410 fn13, 415 fn4, 451 fn9

Land Offices 78

Survey of India 88

Bona Fides 75, 147, 149, 151, 155

see also Land Deeds: Fraud

By-laws, *see* Customary Land Law

Certificates of Title, *see* Customary Land Law, Certificates of Title

Chap Chiu, Imperial, *see* Land Tax

Chap Chiu, Hong Kong 90–91

Chi Tsai, *see* Block Crown Lease

Childbirth, *see* Village Demography

Children, Sale of 128, 145, 188, 397–399 (Dd118–119), 443 fn10, 455 fn4

- Ch'ing Dynasty 8, 25, 30, 32, 34, 35, 55, 59, 61, 71, 85, 410 fn11, 417 fn19, 418 fn30, 420 fn44, 426 fn66
- Close Relatives 130–132, 438 fn61
- First Refusal to Close Relatives 130–132
- Clubhouse of Graduates 45, 452 fn12
- Coastal Evacuation, *see* New Territories, History
- Collateral, *see* Mortgages
- Collusion 121
- Common Law 1, 115
- Corvée 35
- Community, Role in Land Alienation, *see* Customary Land Law
- Communal Expenses 112–113
- Conversion of Mortgages to Absolute Sales, *see* Mortgages
- Council of Village Elders, *see* Customary Land Law
- County Director of Education 6, 67, 241–242 (Dd18n), 422 fn14, 452 fn12
- Role in Imperial Examinations 42, 43, 45
- County Magistrate and Magistracy 5–6, 29, 30, 31, 32, 34, 35, 36, 40, 42–46, 51, 55, 58, 59, 60, 61, 64–65, 71–72, 73, 75, 81, 82–87, 105, 111, 118, 154, 198 (Dd1n), 201 (Dd2n), 213 (Dd4n), 215 (Dd5n), 241 (Dd18n), 418 fn21, 422 fn15, 430 fn43
- Clerks of 6, 71, 72, 74, 75, 81, 83, 84, 85
- County Military and Naval Establishment 7
- Courier Soldiers and Government Postal Service 6
- Customary Land Law, Views on 64
- Land Tax, Role in Registration 71–73
- see also* Land Tax
- Magistracy Staff 5–6, 81, 83
- Villagers employed by 83
- Militia, Relationship with 7
- Reclamation of Waste, Role in 27–28
- Relationship with Villages and Village Elders 82–83, 84, 85
- Runners 6, 81, 83
- Treasury Guards 6, 81, 83
- see also* Land Tax
- County Military Establishment, *see* County Magistracy
- Courier Soldiers, *see* County Magistracy
- Crown Land 360 (Dd97n), 364 (Dd100n)
- Crown Rent 9, 41, 88, 111, 241 (Dd18n), 325 (Dd69n), 410–411 fn14, 411 fn16, 421 fn7, 426 fn63
- In Tai Om Shan 41
- In Tin Liu 42
- In Tung Ping Chau 41
- Crown Rent Roll 67, 92–93
- Customary Land Law 2–4, 21, 39–69, 100, 117, 118, 121, 129, 135, 136, 143–144, 146, 177–178, 179, 180, 187, 198 (Dd1n), 206 (Dd3n), 208–214 (Dd4), 415 fn1

- Alienation of land, including relative rarity of 117–134
- Alienation of land: ceremonies involved 147–156
- Antiquity of 5, 178
- By-laws 39, 113–114
- Community, Role of in Land Alienation 143–147, 150–155
- Council of Elders, including Appeals to 118, 126, 372–373 (Dd104n)
- Customary Trusts, *see* Trusts
- First refusal, required to be offered to Close Relatives 130–132
- Hong Kong Government, Views on 26, 179
- Importance of 2, 181
- Improprieties in Land Alienation 151–153
see also Bona Fides; Land Deeds: Fraud
- Inheritance, Rules of 123–126
- Inheritance in cases of poverty 47, 289 (Dd25n)
- Litigation, rarity of 1, 3, 118, 154, 178, 191
- Lack of lawyers 20
- Lack of written texts referring to 39
- Land held by First Holder, *see* Land held by First Holder
- Loans against Collateral, *see* Mortgages
- Middleman, Role of 143–157
- Middleman, Appointment of 146
- Middleman's and Deed Writer's Fee 146–147, 443 fn11
- Mortgages, *see* Mortgages
- Next Heir, Position of 135–142, 440 fn3, 441 fn17
- Origins of Customary Land Law 50–61
- Perpetual Tenancies 40–42, 48–53, 56–63, 65–68, 79, 109–111, 113, 118, 120, 122, 135, 169, 186–187, 205–206 (Dd3n), 242 (Dd18n), 245 (Dd19n), 247 (Dd20n), 250 (Dd21n), 253–254 (Dd23n), 257–258 (Dd24n), 411 fn15, 417 fn18, 429 fn26, 436 fn10
- Purchase Price, how set 143–157
In case of Redeemable Sale or Loans 168
- Reasons for Alienation of Land
(Importance of stating this in Deeds) 126–130, 437 fn46
- Redeemable Sales, *see* Mortgages
- Re-issue of Deeds 354 (Dd23n)
- Relationship with Imperial Land Law 49–61, 64–66, 426 fn58
- Restraints on Disposal of Land 117–134
- Rent-charge 40, 41–42, 54–56, 201 (Dd2n), 205 (Dd3n), 250 (Dd21n), 410 fn13
- Role of Village Scholars in 3
- Sub-letting 247 (Dd20n), 250 (Dd21n), 395 (Dd117n)
- Tei Pei:Tei Kwat System 9, 40, 41, 42–52, 52–56, 59–61, 64–66, 66–67, 79, 99, 107, 109–111, 120–122, 178, 197 (Dd1n), 201 (Dd2n), 205 (Dd3n), 206 (Dd4), 219 (Dd7n), 236 (Dd16n), 238 (Dd17n), 241–242 (Dd18n), 244 (Dd19n), 247 (Dd20n), 252 (Dd22n),

283–284 (Dd41n), 285 (Dd42n), 288–289 (Dd44n), 296 (Dd50n), 308 (Dd57n), 325 (Dd69n), 377 (Dd105n), 423 fn27, 425 fn62, 426 fn64, 430 fn42, 444 fn21

Variations in System 52–54

In North Saikung 57–58, 392–393 (Dd117n)

In respect of urban property 252 (Dd22n), 257–258 (Dd24n), 283–284 (Dd41n), 287 (Dd42n), 288–289 (Dd44n)

Warranty 157, 446 fn37

Waste, Rights to, and Reclamation 51–52, 61–64, 247 (Dd20n), 250 (Dd21n), 254 (Dd23n)

D.D., *see* Demarcation Districts

Deed Writer, *see* Land Deeds

Deeds, *see* Land Deeds

Default in paying Land Tax, *see* Land Tax

Demarcation Districts, *see* Block Crown Lease

Demography, *see* Village Demography

Director of Education, *see* County Director of Education

Display Buildings, *see* Traditional Village Life

District Office and Officer 11, 66, 68, 69, 92, 114–115, 122, 154, 186, 381 (Dd107n), 410 fn9, 435 fn39, 438 fn52, 440 fn1

Role in Reclamation of Waste 68, 92, 115

Land Registry Clerk, *see* Hong Kong Government: Land Registration Practice

Division of Property 125–126, 367–377 (Dd103–105), 454 fn1

At Kau Wa Keng 126, 374–377 (Dd105)

At Shek Pik 125–126, 367–374 (Dd103–104)

see also Land Held in Equal and Undivided Shares

Earthgods 15

Emigration, *see* New Territories: History

Entries, *see* Land Tax

Equal and Undivided Shares, *see* Land held in Equal and Undivided Shares

Evidence of Title, *see* Land Deeds: Rarity of

Examinations, Imperial 9, 18, 421 fn12

Hakka: places assigned to 9, 43, 48–49

Need to show Native Place Status 44–46

Quota of Passes for 43

Relationship to Tei Pei:Tei Kwat system 42–49

Exchange Rates 231 (Dd13n), 238 (Dd17n), 261 (Dd26n), 270 (Dd32n), 272 (Dd33n), 273 (34n), 276 (Dd36n), 279 (Dd38n), 282 (Dd40n), 285 (Dd42n), 287 (Dd43n), 293 (Dd47n), 296 (Dd50n), 300 (Dd52n), 302 (Dd53n), 305 (Dd56n), 314 (Dd62n), 317 (Dd68n), 318 (Dd65n), 335 (Dd77n), 405–407, 456 fn9, 10

Exemplaries 20, 187, 191, 414 fn46

Family Council, *see* Land Deeds

Festivals, *see* Traditional Village Life

- Firewood, Trade in 61–63, 213 (Dd4n)
- First Holder of Land, *see* Land held by First Holder
- Fish, Trade in 213 (Dd4n)
- Foreclosure, *see* Mortgages
- Fishermen, Loans to 162–163, 339 (Dd80n)
- Forestry Licences, Lots, and Officers 68–69, 330 (Dd73n), 332–333 (Dd74n), 426 fn69, 70, 439 fn68
- Fraud, *see* Land Deeds
- Freehold 25, 415 fn1
- Fung Shui 13, 19, 61, 287 (Dd43n), 392 (Dd116n), 438 fn59
- Genealogical Record 46, 370 (Dd103n), 373 (Dd104n), 394 (Dd117n), 422 fn17, 19
- Good Citizens 422 fn18
- Governor, Kwangtung, *see* High Provincial Officials
- Graves 28, 57, 287 (Dd43n), 454 fn21
- Guerillas 173
- Hakka 8, 9, 15–16, 241 (Dd18n), 422 fn24
see also Imperial Examinations: Hakka: places assigned to
- Health, *see* Village Demography
- Heir, *see* Customary Land Law: Next Heir
- High Provincial Officials 5, 64, 195–206 (Dd1–3n)
Governor, Kwangtung 5, 64
Prefect, Canton 5, 64, 198 (Dd1n)
Provincial Treasurer 34, 64
Viceroy, Double Kwang 5, 64, 230 (Dd13n)
Customary Land Law, Views on 64
- Hillsides 290 (Dd45n), 334 (Dd77n)
see also Forestry Licences
- Hong Kong Government 3, 7, 9, 11, 18, 19, 21, 36, 39, 40, 41, 59, 60, 66–69, 87–94, 98, 122, 123, 149, 152, 172, 178, 238 (Dd17n)
Absence of Evidence of Title issued by 90–91
Chap Chiu 90–91
Customary Trusts, Views on 98, 114–115
Customary Land Law, Views on 26, 179
Imperial Land Law, Views on 26
Land Registration Practice, New Territories 87–93, 431 fn53
Land Registries 57, 91, 172, 359 (Dd96n), 361 (Dd98n), 449 fn7
Perpetual Tenancies, Views on 9, 66–68
At Cheung Chau 67
At Ma Wan 67
At Shan Ha Wai 66
At Wong Chuk Yeung 66
Reclamation of Waste, *see* District Officer

- Register of New Grants 92
- Registration of Succession 93, 432 fn38
- Scholarships for Village Scholars 18
- Stamp Duty and Stamp Duty Paper 91–92, 129, 173, 190–191, 325 (Dd69n), 328 (Dd71n), 330 (Dd73n), 332 (74n), 332–333 (Dd75n), 339 (Dd80n), 346 (Dd85n), 432 fn55
- Tei Pei: Tei Kwat System, Views on 9, 66–69, 238 (Dd17n)
- Waste, views on, *see* Waste
 - see also* Forestry Licences
- Hong Kong, Social Importance of to Villagers 12, 20, 177
- Hong Kong Island 5, 26
- Hunting, *see* New Territories, Traditional Village Society
- Headings, *see* Land Tax

- Interest 296 (Dd50n), 311 (Dd59), 312 (Dd60n), 312 (Dd61n), 314 (Dd62n), 315 (Dd65n), 316 (Dd66n), 317 (Dd67n), 335 (Dd77n), 338 (Dd79n), 340 (Dd82n)
- Imperial Land Law 2, 9, 25–37, 58, 62, 65, 71, 198 (Dd1), 417–418 fn19, 441 fn18
 - Antiquity of 25
 - Baolan forbidden 31, 58, 57
 - Certificates of Title 206–214 (Dd4), 450 fn1
 - Criminal Sanctions for Occupation of Arable Land without a Crown Grant 30
 - Criminal Sanctions for Illegal Land-related actions between Citizens 33
 - Crown Grant, Requirement and Rules for 25, 27, 415 fn1, 416 fn6
 - Crown Grant, Revocation of 28–30, 418 fn21, 418 fn22, 451 fn10
 - At San Tin 29
 - At Sha Tau Kok 29, 418 fn22
 - At Tuen Mun 29, 418 fn22
 - Crown Grantee, Rights to Alienate Land 30, 419 fn25
 - Customary Land Law, relationship with 64–66, 425 fn58
 - Dispute at Kat O 64
 - Dispute on Lamma 65
 - Dispute on Lantau 64–65
 - Dispute at Tap Mun 63
 - Hong Kong Government, Views on Customary Land Law 26
 - Intermediate Lordships forbidden 31, 419 fn29
 - Ineffectiveness of without Surveys 33–34, 421 fn58
 - Minerals, Rules for Extraction 294, 18 fn20
 - Mortgages, rules for 32, 73, 160
 - Privileged Crown Grantees, Rights of 31–32
 - Reclamation, Rules for 27–28, 31–32, 198 (Dd1n)
 - Waste, Rights of Citizens to use 25
- Infant Land-holders, *see* Trustee for Infant Land-holders
- Inheritance, Rules of, *see* Customary Land Law
- Inter-Village Wars, *see* New Territories: History
 - Arising from Tei Pei:Tei Kwat System 65, 425 fn59

Japanese Occupation 21, 69, 114, 115, 123, 124, 127, 129, 138, 169, 171–175, 185, 191, 343–356 (Dd83–94), 359 (Dd96n), 367 (Dd102n), 449 fn7

Kowloon-Canton Railway 13, 21

Kowloon, Social Importance of to Villagers 13

Kowloon Peninsula 5, 26

Kwangtung 34, 35, 47

see also High Provincial Officials

Kui Yik Soh 173, 174, 347 (Dd86n), 350 (Dd88n)

Land Bailiffs 69

Land Court, *see* Block Crown Lease

Land Deeds 2, 3, 20, 39, 71, 78, 79, 91, 119, 122, 155, 160, 161, 165, 166–167, 178, 185–193

Consent of Next Heir referred to in 135–139

Deeds of Discharge 160

Deeds of Agreement 188, 392–395 (Dd116–117)

Deed Writer 147, 148–149, 155, 444 fn17

Family Council, referred to in 136–137

First Refusal to Close Relatives referred to in 130–132

Format and Layout of 165, 185–192

Fraud, Absence of referred to in 144, 152–153

Importance of in Elucidating Customary Land Law 39

Japanese Occupation, Deeds issued during 171–175

Poor drafting of 171

Origins and Depositories of Deeds Transcribed 185–188, 429 fn20–21, 23

Origins of Vendor's Title included in 132–134

Rarity of 77–78, 79, 429 fn27

Especially for Inherited Land 80–81

At Hoi Ha 80

Red Deeds, *see* Land Tax

Reason for Alienation included in 126–130, 172

Witnesses 147–150, 443 fn12

Land held by First Holder, Special Rules for 100, 120

Land held in Equal and Undivided Shares 99–101, 124–125, 132–133

Land Tax 25, 27, 28–29, 65, 71–93, 198 (Dd1n)

Chap Chiu 72–73, 87, 226–227 (Dd11), 228 (Dd12n), 416 fn7, 417 fn17

Collection practice for, including fees 81–87, 427 fn1, 2, 429 fn28

Default 29, 73–74, 427 fn5

Demand Notes 84–85

Entries and Headings 58, 59, 67, 73, 75, 215 (Dd5n), 427 fn5, 7

Headings, *see* Entries

Hereditability of Registration 77

Land Tax Archive 6, 74

- Land Tax Register and Registry 6, 28, 45, 46, 48, 49, 55, 58, 67, 71–87, 207–213
 (Dd4), 227 (Dd11n), 234 (Dd15n), 250 (Dd21n), 336 (Dd78n), 367 (Dd102n), 389
 Dd1(14n), 391 (Dd115n), 422 fn18, 427 fn4, 430 fn44
- Land Tax Registration practices 71–73, 76, 77
- Memorial (Kai Mei) 71–72, 186, 220–222 (Dd11n), 232 (Dd14n), 451 fn5
- Quota for 34–37
- Rate of Tax low 83–84, 217 (Dd7n), 222 (Dd8n), 224 (Dd9n), 226 (Dd10n), 228 (Dd11n),
 234 (Dd15n), 417 fn14, 430 fn31
- Receipts 84–85, 216–217 (Dd6)
- Red Deeds 46, 73, 78, 206 (Dd4), 451 fn5
- Registration of small amounts of land 47–49
 At Tai Wai 47
 At Shek Pik 48, 217 (Dd6n)
 At Yau Yue Wan 48
- Relationship of Registration Practices and Establishment of Trusts, *see* Trusts
- Three Grades of Land recognized 28
- Land Tax Quota, *see* Land Tax
- Land Registries, *see* Land Tax, Hong Kong Government
- Land Tax Register, *see* Land Tax
- Lawyers, lack of, *see* Customary Land Law
- Leases for a Term 168–170, 365–367 (Dd 101–102)
 Re-leases 169
- Legal Fiction 272 (Dd33n)
- Litigation, rarity of, *see* Customary Land Law
- Loans of Cash against Collateral, *see* Mortgages
- Magistrate, *see* County Magistrate
- Managers, Customary Trusts, *see* Trusts
- Market Numbers 193
- Markets, including Foundation of 10, 12
- Ma Uk, *see* Traditional Village Life
- Measures 222 (Dd8n), 224 (Dd9n), 401–407
 see also Rent Bushel
- Memorial, *see* Land Tax
- Middleman, *see* Customary Land Law
- Midwives, *see* Village Demography
- Minerals, *see* Imperial Land Law
- Ming Dynasty 31, 32, 34, 35, 55, 59, 61, 71, 213 (Dd4n), 377 (Dd105n), 451 fn10
- Military Yen, use of 172–175, 347 (Dd86n), 349 (Dd87n), 353 (Dd91n), 356 (Dd94n), 407,
 424 fn41
- Military Establishment, *see* County Military Establishment
- Militia, *see* County Magistrate
- Modernisation, *see* New Territories: History
- Money Associations 309–310 (Dd58n)

- Mortgages 79, 119, 159–168, 296 (Dd50n), 298 (Dd51n), 301 (Dd53n), 315 (Dd65n), 335 (Dd77n), 446 fn3
 Conversion to Absolute Sale 166–168, 314 (Dd63n), 320 (Dd64), 341 (Dd82n)
 Foreclosure 128, 160, 161, 163–164, 448 fn13
 Loans against Collateral 143, 145, 159, 161–162
 Loans to Fishermen, *see* Fishermen, Loans to
 Rarity of Deeds for 79, 159
 Redeemable Sales 79, 139, 159, 160–161, 165–166, 307 (Dd57n), 441 fn18
 see also Imperial Land Law: Mortgages
- Native Place, *see* Examinations, Imperial
- New Books, *see* Village Scholars
- New Grants, *see* Hong Kong Government: Register of New Grants
- New Territories Administration, *see* Hong Kong Government
- New Territories: History 5–1, 177, 409 fn4
 Anglo-Chinese Wars 5
 Coastal Evacuation 8, 60, 61, 418 fn21, 424 fn42, 47
 Emigration 20
 Inter-Village Wars 7, 16, 65, 66, 86, 410 fn8
 At Lam Tsuen 66, 413 fn36
 Modernisation 20–21, 180
 Six Day War of 1899 10, 20–21, 411 fn23
 see also Tang, Sung, Ming, Ch'ing Dynasties and Japanese Occupation
- New Territories Lease, *see* New Territories: History
- New Territories Ordinance 114
- New Territories: Traditional Village Society 11–18
 Hunting 12
 Rarity of Land Deeds 80–81
 Rice-land, importance of 2
 Subsistence 15
 Succession, tendency not to register 93
 Waste, attitude to 11–12
- New Towns 123
- Next Heir, *see* Customary Land Law
 Redemption of Absolute Sales by 139–142, 166, 441 fn22
 At Sai Kung 141–142
 At Shek Pik 140–141
- Occupation of Land 452 fn14, 15, 16, 453 fn18
- Origins of Vendor's Title, *see* Land Deeds
- Paterfamilias, Rights of 76–77, 117
- Perpetual tenancies, *see* Customary Land Law: Perpetual Tenancies
- Pineapples 331 (Dd74n)

- Piu Fields 231 (Dd13n)
- Prefect, Canton, *see* High Provincial Officials
- Provincial Decrees 27, 416 fn8
- Punti 8, 9, 10, 11, 16, 43, 44, 241 (Dd18n)
- Purchase Price, *see* Customary Land Law
- Quarrying 278–279 (Dd38n)
- Rack rent 41, 56, 421 fn5
- Rarity of Deeds, *see* Land Deeds
- Reclamation 20, 201 (Dd2n)
- See* Imperial Land Law, Customary Land Law
- Red Deeds, *see* Land Tax
- Redeemable Sales, *see* Mortgages
- Redemption of Absolute Sales by Next Heir, *see* Next Heir
- Registration of small amounts of land for tax, *see* Land Tax
- Rent Bushel (Rent Tau) 234 (Dd9n), 225 (Dd10), 228 (Dd12n), 234 (Dd15), 298 (Dd50n), 401–402
- Rent-charge 201 (Dd2n), 267 (Dd31n), 302 (Dd53n), 303 (Dd54n), 306 (Dd56n), 308 (Dd57n), 315 (Dd65n), 371 (Dd103n), 426 fn63
- At Lamma 55
- At Ma Wan 56
- At Shap Sze Heung 54
- At Tsing Yi 55
- Collection of 86–87
- see also* Customary Land Law
- Restraints on Disposal of Land, *see* Customary Land Law
- Rice-land, importance of, *see* New Territories: Traditional Village Society
- Runners, *see* County Magistrate
- Saline Marshland 28, 229–230 (Dd13), 457 fn7
- Salt Marsh Tax 28, 229–230 (Dd13), 236 (Dd16n), 379, (Dd106n)
- Six Day War of 1899, *see* New Territories: History
- Small House Policy 180
- Squatter Huts, including sale of 362–364 (Dd99–100), 367 (Dd102n)
- Stamp Duty, *see* Hong Kong Government
- Schools, *see* Village Scholars
- Subsistence, *see* New Territories: Traditional Village Society
- Succession, Registration of, *see* New Territories: Traditional Village Society
- Sung Dynasty 5, 8, 31, 178, 179, 409 fn3, 441 fn17, 442 fn7, 444 fn23, 446 fn35, 37, 447 fn3
- Survey of India, *see* Block Crown Lease
- Tang Dynasty 5, 178, 409 fn3, 442 fn7, 444 fn23, 447 fn4
- Tei Pei:Tei Kwat System, *see* Customary Land Law; Examinations, Imperial; Trusts

- Temple Keepers 104
- Tenants and Allies 53
- Terminology, Problems with 1
- Torrens System 87, 90
- Traditional Village Life 117–118, 177–178
 - Artisans 18
 - Display Buildings 15
 - Festivals 16
 - Furniture, lack of 14–15
 - Ma Uk 14
 - Village Houses and Population 13–14
- Travel, *see* New Territories: Traditional Village Society
- Treasury Guards, *see* County Magistrate
- Trusts 49, 50–61, 52, 75–76, 77, 82–115, 124, 152, 340 (Dd81n), 351 (Dd89n), 431 fn53, 432 fn6, 433 fn10
 - Ancestral Trusts 106–109
 - At Wo Hang 106–109
 - Charitable Trusts 105–106
 - At Kam Tin 105
 - At Kowloon City 105
 - Commercial Trusts 103, 434 fn14
 - At Nga Tsin Wai 103, 434 fn14
 - Communal Trusts 103–104, 352 (Dd29n)
 - At Tai Wai 104
 - At Tin Sam 103–104
 - Complexity of 106–109
 - At Nga Tsin Wai 111–113
 - At Wo Hang 109–111, 113, 435 fn33
 - Consent required before alienation 137–138
 - Family Trusts 101–103, 306 (Dd56n), 336 (Dd78n), 349 (Dd87n)
 - Hong Kong Government, Views on, *see* Hong Kong Government
 - Informal “trusts” 100, 117–118, 123
 - Land Tax registry practice, relationship with 75–77
 - Managers of 97–115
 - Mixed Trusts 106–109
 - At Wo Hang 106–109
 - Rules adopted by 99, 113
 - Tei Pei:Tei Kwat system: relationship with 42–49
 - Temporary Trusts 98–103, 435 fn38
 - Tso and Tong 76, 98
 - Trusts before 1899 109–114
 - At Nga Tsin Wai 111–113
 - At Wo Hang 109–111, 113

-
- Trusts held in the name of a Temple 104–105, 388–391 (Dd114–115), 434 fn19
 At Miu Keng 105, 391 (Dd115n)
Trusts not holding land 98–99
Trusts open by invitation 1–4, 109
 At Wo Hang 102
Trustee for Infant Land-holder 102, 440 fn2
Tung Ping Kuk 9
Tung Wo Kuk 10
- Vendor's Title, Origin of, *see* Land Deeds
Viceroy, Double Kwong, *see* High Provincial Officials
Village Demography 413 fn38
 Childbirth 17
 Health 16–17
 Midwives 17
Village Elders 147–155
 see also County Magistrate
Village Houses, *see* Traditional Village Life
Village Scholars 413 fn41
 Hong Kong Government, Scholarships for, *see* Hong Kong Government
 Libraries of 414 fn44
 Literacy Rates 18
 New Books and Curriculum Reform 19, 414 fn43
 Role in Stabilising Customary Land Law, *see* Customary Land Law
 Scholars Clubs 19
 Schools 18, 19, 268 (Dd31n)
- Warranty, *see* Customary Land Law
Waste Land,
 Value of, to villagers, including access to seabed 61–64
 At Ho Chung 62
 At Hoi Ha 53
 At Tai Om Shan 63
 At Wo Hang 63
 At Wo Liu 63
 At Wong Chuk Yeung 62
 Hong Kong Government, views on 68–69
 see also Customary Land Law, Imperial Land Law, New Territories: Traditional Village Society
- Yeuk 8, 9, 10, 410 fn10, 411 fn21
Yeuk Po and Bao Jia System 285 (Dd42n)

Index of Persons

All persons named in the main text are referenced here, including any trust or communal body. Persons named in the Deeds are referenced by the page and Deed number. Names in the footnotes are included where the footnote is discursive, but not where the footnote is merely referencing a source. “Dd” = “Deed”; “V” = “Vendor” (including “Borrower” and “Mortgagor”); “P” = “Purchaser” (including “Lender” and “Mortgagee”); “M” = “Middleman”; “W” = “Witness”; “DW” = “Deed-Writer”; “M” = “Madame”; “n” = “in notes attached to the Deed referenced”; “fn” = “footnote”, referenced by the page and the footnote number. The characters for the surnames are included where they are obvious from the context. The Chinese characters for the names of persons mentioned in the Deeds from Lamma are not given in the texts as they survive. For the County Magistrate and the County Director of Education, see General Index.

Blake, Sir Henry, Governor, Hong Kong		410 fn1
Boulais, G. S.		418 fn19; 441 fn18
Castle Peak Monastery (Tuen Mun)	青山寺	434 fn19
Catholic Church (North Sai Kung)	羅瑪堂	307 (Dd118W)
M. Chan (Wu Kau Tang)	陳氏	276 (Dd37V)
M. Chan (Shek Pik)	陳氏	263 (Dd28V)
M. Chan (Shek Pik)	陳氏	272 (Dd34V)
Chan clan (Ma Wan)	陳	241(Dd18n)
Chan clan (Nga Tsin Wai)	陳	112
Chan clan (Pui O)	陳	301 (Dd53n)
Chan clan (Sam Tung Uk)	陳	374–375 (Dd105, inc. n)
Chan Chan-ko (Pui O)	陳燦高	300 (Dd53)
Chan Cheung-kan (Tsuen Wan)	陳長根	363 (Dd100)
Chan Cheung-kwai (Hoi Ha area)	陳長貴	27 (Dd71)
Chan Ching-ming (Tsing Yi)	陳禎明	352 (Dd90P), 353 (Dd91P), 354 (Dd92P), 355 (Dd94P)
Chan Chun-ting (Castle Peak)	陳春亭	352 (Dd114P inc. n)
Chan Chiu Yin Ancestor (Nga Tsin Wai)	陳朝賢祖	112

- | | | |
|--------------------------------|-----|-----------------------|
| Chan Fuk-ming (Tsing Yi) | 陳福明 | 352 (Dd90V) |
| Chan Fuk-sai (Hoi Ha area) | 陳福西 | 327 (Dd71W) |
| Chan Hei (Shap Long) | 陳喜 | 218 (Dd7), 427 fn7 |
| Chan Hei-ming (Tsing Yi) | 陳熙明 | 353 (Dd91W) |
| Chan Hin-sham (Mui Wo) | 陳獻琛 | 297 (Dd51M) |
| Chan Kai-sin (Peng Chau) | 陳繼先 | 288–289 (Dd44) |
| Chan Kam-ming (Ma Wan) | 陳錦明 | 239 (Dd18) |
| Chan Kang-po (Shek Pik) | 陳庚保 | 293 (Dd46V) |
| Chan Kei-sang (Shui Hau) | 陳祺生 | 358 (Dd96V), 441 fn22 |
| Chan Koi-cheung (Tsing Yi) | 陳蓋章 | 352 (Dd90M) |
| Chan Kwing-cheung (Tsuen Wan) | 陳炯章 | 366 (Dd102V) |
| Chan Kwok-kwong (Shap Long) | 陳國光 | 217 (Dd7V) |
| Chan Kwong-yi (Shap Long) | 陳廣彝 | 218 (Dd7W) |
| Chan Kung-sang (Ping Yeung) | 陳公生 | 390 (Dd115) |
| M. Chan Lam (Tsuen Wan) | 陳林氏 | 366 (Dd102V) |
| Chan Luk-ming (Tsing Yi) | 陳祿明 | 354 (Dd92V) |
| Chan Muk-fo (Tung Chung) | 陳木伙 | 360 (Dd98V) |
| Chan Mun (Hoi Ha area) | 陳滿 | 127 (Dd71W) |
| Chan Mun (Shek Pik) | 陳滿 | 358 (Dd96), 441 fn22 |
| Chan Mun-leung (Tai Long) | 陳滿亮 | 318 (Dd68P) |
| Chan On (Tsing Yi) | 陳安 | 331 (Dd74W) |
| Chan Sai-leung (Tsing Yi) | 陳世良 | 353 (Dd91V) |
| Chan Sai-lin (Tsing Yi) | 陳世連 | 355 (Dd94W) |
| Chan S. J. | | 449 fn8 |
| Chan Sai-wang (Tsing Yi) | 陳世宏 | 353 (Dd91V) |
| Chan Sai-wing (Tsing Yi) | 陳世永 | 355 (Dd94V) |
| Chan Sam-kwong (Shap Long) | 陳三光 | 217 (Dd7V) |
| Chan Shing-po (Shui Hau) | 陳勝保 | 275 (Dd36M) |
| Chan Shing-yi (Shap Long) | 陳誠彝 | 218 (Dd7W) |
| Chan Shing-yue (Sha Po) | 陳星如 | 323 (Dd69M) |
| Chan Shue-sang (Shui Hau) | 陳樹生 | 275 (Dd36V) |
| Chan Tai (Tsuen Wan) | 陳帶 | 366 (Dd102P) |
| Chan Tang-leung (Tai Long) | 陳騰亮 | 318 (Dd68V) |
| Chan Tang-ming (Ma Wan) | 陳登明 | 239 (Dd18) |
| Chan Tin-sang (Shek Pik) | 陳天生 | 263 (Dd28M) |
| Chan Ting-cheung (Hoi Ha area) | 陳丁長 | 326 (Dd71V) |
| Chan To-cheung (Tsuen Wan) | 陳道章 | 339 (Dd81V) |
| Chan Tsan-kwong (Shap Long) | 陳振光 | 218 (Dd7W) |
| Chan Tsap-fu (Hoi Ha area) | 陳集傳 | 326 (Dd71V) |
| Chan Tsap-kei (Hoi Ha area) | 陳集琪 | 326 (Dd71V) |
| Chan Tseuk-ying (Tai Long) | 陳爵英 | 318 (Dd68DW) |
| Chan Tsim-ngo (Peng Chau) | 陳占驚 | 285 (Dd44) |
| Chan Wa (Tsuen Wan) | 陳華 | 366 (Dd102P) |

- | | | |
|-----------------------------------|------|--|
| Chan Wan-wai (Ping Yeung) | 陳雲蔚 | 390 (Dd115) |
| Chan Wing-kee (Lamma) | -- | 209 (Dd4B) |
| Chan Wing Lei Ancestor (Tsing Yi) | 陳永利祖 | 353 (Dd91) |
| Chan Yam-fuk (Tsing Yi) | 陳壬福 | 333 (Dd76V) |
| Chan Yan Hap Tong (Peng Chau) | 陳仁洽堂 | 287 (Dd44) |
| Chan Yau-kwai (Hoi Ha area) | 陳有貴 | 327 (Dd71W) |
| Chan Yau-san (Shap Long) | 陳又新 | 218 (Dd7M) |
| Chan Yi Fuk Tong (Peng Chau) | 陳貽福堂 | 287 (Dd43) |
| Chan Yi Ka Tong (Peng Chau) | 陳貽嘉堂 | 287 (Dd44V) |
| Chan Yi-kwai (Hoi Ha area) | 陳義貴 | 327 (Dd71W) |
| Chan Yip-lan (Shap Long) | 陳葉蘭 | 218 (Dd7), 220 (Dd8), 427 fn7 |
| Chan Yue-kwong (Shap Long) | 陳裕光 | 218 (Dd7W) |
| M. Chau (Pui O) | 周氏 | 300 (53V) |
| Cheng, Magistrate, San On | 鄭 | 198 (Dd2) |
| Cheng clan (Ma Wan) | 鄭 | 241 (Dd18n) |
| Cheng Lam-shau (Tai O) | 鄭林壽 | 283–284 (Dd42M) |
| Cheng Wai-sau (Ma Wan) | 鄭惠壽 | 239 (Dd18) |
| Cheng Wang-yip (Shek Pik) | 鄭宏業 | 268 (Dd32M) |
| Cheng Yung (Uk Tau) | 鄭榕 | 414 fn44 |
| Cheung surname (Ma Tseuk Ling) | 張 | 236 (Dd16n) |
| Cheung clan (Ma Wan) | 張 | 241 (Dd18n) |
| Cheung clan (Tai Om) | 張 | 452 fn16 |
| Cheung clan (Wong Pui Ling) | 張 | 79, 111, 435 fn32 |
| Cheung Ah-chue (Pui O) | 張亞朱 | 167 |
| Cheung Ah-hoi (Heung Sai) | 張阿開 | 237 (Dd17DW) |
| Cheung Ah-ping (Pui O) | 張亞炳 | 300 (Dd53M) |
| Cheung Chan-cheung (Shek Pik) | 張贊昌 | 140, 141, 270 (Dd33P), 441 fn20 |
| Cheung Chan-ming (Lok Ma Chau) | 張燦明 | 348 (Dd87W) |
| Cheung Ching-tai (Pui O) | 張楨泰 | 167 |
| Cheung Cheung-ting (Lo Wai) | 張暢廷 | 352 (Dd75V) |
| Cheung Hing-kwong (Shek Pik) | 張慶廣 | 140, 263 (Dd28W), 268 (Dd32W),
270 (Dd33W) |
| Cheung Hing-sau (Pui O) | 張興壽 | 298 (Dd52V) |
| Cheung Hiu-tong (Heung Sai) | 張曉堂 | 237 (Dd17V) |
| Cheung Hon-yau (Pui O) | 張漢猷 | 167, 317 (Dd66M), 334 (Dd77V) |
| Cheung Kan-yau (Shek Pik) | 張根有 | 380 (Dd107W) |
| Cheung Kau-king (Lok Ma Chau) | 張九京 | 348 (Dd87M) |
| Cheung Kung-ting (Pui O) | 張恭廷 | 249 (Dd21) |
| Cheung Kwong-chuen (Pui O) | 張廣全 | 166, 168, 186, 300 (Dd52n), 306
(Dd57P), 317 (Dd66P), 318–319
(Dd67P), 314 (Dd77P) |
| Cheung Kwong-kai (Shek Pik) | 張廣佳 | 279 (Dd40W) |
| Cheung Lai-sam (Pui O) | 張禮三 | 298 (Dd52), 300 (Dd53P), 313 (Dd62P) |

- | | | |
|---|------|--|
| Cheung Lai-wa (Pui O) | 張麗華 | 317 (Dd66V) |
| Cheung Lin-choi (Pui O) | 張蓮彩 | 167 |
| Cheung Lin Kong Tong (Pui O) | 張蓮江堂 | 300 (Dd52n) |
| Cheung Loi-fuk (Shek Pik) | 張來福 | 279 (Dd40V) |
| Cheung Man-shing (Pui O) | 張文昇 | 244 (Dd19) |
| Cheung Shan Kwu Tsz Monastery | 長山古寺 | 105, 390 (Dd115) |
| Cheung Shau-tim (Lok Ma Chau) | 張壽添 | 348 (Dd87V) |
| Cheung Shing-hoi (Pui O) | 張盛開 | 298 (Dd52DW), 300 (Dd 53DW) |
| Cheung Shiu-cheung (Lok Ma Chau) | 張兆祥 | 348 (Dd87V) |
| Cheung Tai (Tsuen Wan) | 張帶 | 363 (Dd100M) |
| Cheung Tang-nam (Kat O) | 張騰南 | 202-3 (Dd3) |
| Cheung Tim-fuk (Shek Pik) | 張添福 | 263 (Dd28V) |
| Cheung Tim-kwong (Shek Pik) | 張添廣 | 263 (Dd28W) |
| Cheung Tim-tak (Shek Pik) | 張添德 | 263 (Dd28V) |
| Cheung Ting-cheung (Shek Pik) | 張丁長 | 279 (Dd40W) |
| Cheung Ting Fan Ancestor
(Lok Ma Chau) | 張廷玢祖 | 133, 348 (Dd87) |
| Cheung Tip-shing (Shek Pik) | 張疊成 | 279 (Dd40W) |
| Cheung Tsik Hau Tong (Pui O) | 張積厚堂 | 300 (Dd52n) |
| Cheung Tsit-hung (Lo Wai) | 張捷鴻 | 352 (Dd75V) |
| Cheung Tso-hing (Shek Pik) | 張祖興 | 279 (Dd40W), 308 (Dd58W) |
| Cheung Tsung-san (Shap Long) | 張宗臣 | 218 (Dd7P), 220 (Dd8P) |
| Cheung Tsz-yung (Lok Ma Chau) | 張枝容 | 348 (Dd87DW) |
| Cheung Tung-shau (Ma Tseuk Ling) | 張冬壽 | 235 (Dd16M), 378 (Dd106) |
| Cheung Wa-shing (Lo Wai) | 張華盛 | 340 (Dd82V inc. n) |
| Cheung Wai-cheung (Pui O) | 張維祥 | 167, 318–319 (Dd67V) |
| Cheung Wai-hon (Wu Kau Tang) | 張維翰 | 313 (Dd62V) |
| Cheung Wai-ning (Pui O) | 張維寧 | 318–319 (Dd67DW) |
| Cheung Wing-lung (Wo Hang area) | 張永隆 | 235 (Dd16) |
| Cheung Wun-ting (Lo Wai) | 張煥廷 | 340 (Dd82P) |
| Cheung Yi-kwong (Shek Pik) | 張義廣 | 279 (Dd40W) |
| Cheung Ying-shiu (Lok Ma Chau) | 張英紹 | 348 (Dd87) |
| Cheung Yue-chuen (Pui O) | 張裕全 | 298 (Dd52M) |
| Cheung Yuk-ting (Lo Wai) | 張玉廷 | 332 (Dd75V) |
| Cheung Yun-shiu (Lok Ma Chau) | 張閏紹 | 348 (Dd87V) |
| Cheung Yung-hing (Lo Wai) | 張容興 | 340 (Dd82) |
| Chi clan (Shek Pik) | 池 | 186, 310 (Dd 58n) |
| Chi Ah-man (Shek Pik) | 池亞晚 | 371 (Dd104) |
| Chi Cheung-fat (Shek Pik) | 池長發 | 380 (Dd107W) |
| Chi Ching-tak (Shek Pik) | 池清德 | 308 (Dd58V) |
| Chi Hing-fu (Shek Pik) | 池興富 | 308 (Dd58) |
| Chi Hei-tat (Shek Pik) | 池起達 | 67–68 (Dd103 inc. n), 372 (Dd104 inc. n) |

- Chi Hei-tsan (Shek Pik)
 Chi Hing-tsin (Shek Pik)
 Chi Kam-sang (Shek Pik)
 Chi Kwong-tsun (Shek Pik)
 Chi Man-shuk (Shek Pik)
 Chi Sau-lin (Shek Pik)
 Chi Sam-pak (Shek Pik)
 Chi Shing-chiu (Shek Pik)
 Chi Shing-fo (Shek Pik)
 Chi Shing-kei (Shek Pik)
 Chi Shing-yin (Shek Pik)
 Chi Shue-chuen (Shek Pik)
 Chi Tak-shau (Shek Pik)
 Chi Ting-mun (Shek Pik)
 Chi Tsung-fu (Shek Pik)
 Chi Wing Hau Tong (Shek Pik)
 Chi Yam-shau (Shek Pik)
 Chi Yan-hing (Shek Pik)
 Chi Yat-fat (Shek Pik)
 Chi Yat-ming (Shek Pik)
 Chi Yung-fat (Shek Pik)
 Chiu, Magistrate, San On
 Choi Chi-cheung
 Chu Sek-yin (Tai Hom)
 Chui, *see* Tsui
 Chung clan (Chai Kek)
 Chung clan (Ping Long)
 Chung clan (Wu Kau Tang)
 M. Chung (Tai Long)
 Chung Chan-fu (Yau Yue Wan)
 Chung Kin-ng, Arbitrator
 Chung Shing-fui (Man Uk Pin)
 Chung Shing-kwai (Man Uk Pin)
 Chung Tsuen (Hong Kong)
 Chung Yuk-hing (Tai Om Shan)
 Chung Yun-yuen (Yau Yue Wan)
 Clementi, Cecil
 Cohen, Myron L.
- 池起贊 371 (Dd104)
 池興千 140, 141, 268 (Dd32), 270 (Dd33P)
 池金生 371 (Dd104 inc. n)
 池廣進 368 (Dd103W), 371 (Dd104) 449 fn22
 池萬叔 370 (Dd103n)
 池秀蓮 304 (Dd55DW)
 池三伯 367–368 (Dd103)
 池勝朝 367–368 (Dd103)
 池勝科 367–368 (Dd103)
 池勝其 367–368 (Dd103)
 池勝現 367–368 (Dd103)
 池樹全 351 (Dd89M)
 池德壽 371 (Dd104)
 池庭滿 48, 216 (Dd6), 275 (Dd 36P)
 池宗富 279 (Dd39V)
 池永厚堂 290 (Dd46P)
 池壬壽 140, 270 (Dd33)
 池胤興 371 (Dd104)
 池日發 368 (Dd103), 371 (Dd104)
 池日明 368 (Dd103), 371 (Dd104)
 池容發 308 (Dd58DW)
 趙 198 (Dd2)
 438 fn61
 朱錫鍵 362 (Dd99P)
- 鍾 452 fn16
 鍾 247 (Dd20n), 254 (Dd23n), 452 fn14,
 15, 453 fn16
 鍾 258 (Dd25)
 鍾氏 320 (Dd68)
 鍾振富 214 (Dd5), 251 (Dd 20P)
 鍾建五 198 (Dd2)
 鍾成魁 390 (Dd115)
 鍾成桂 390 (Dd115)
 鍾傳 397 (Dd118)
 鍾毓興 245 (Dd20)
 鍾潤源 214 (Dd5)
 415 fn14
 413 fn41, 414 fn48, 436 fn2, 437 fn44,
 438 fn61, 439 fn69, 441 fn17, 442 fn7,
 443 fn112, 13, 444 fn17, 23, 25, 446,
 fn35, 37

- | | | |
|--|------|--|
| Fan Fu-ying (Tung Chung) | 樊富英 | 360 (Dd98M) |
| Fu, Magistrate, San On | 富 | 198 (Dd2) |
| Fu Ming, Provincial Treasurer, Honan | 富明 | 220 (Dd8) |
| Fung Ah-sze (Shek Pik) | 馮亞士 | 308 (Dd58) |
| Fung Kan-fuk (Shek Pik) | 馮根福 | 355 (Dd93W) |
| Fung Law King | 馮羅瓊 | 354 (Dd93), 379–380 (Dd107) |
| <i>also called</i> Law Ah-king | | |
| Fung Shau (Shek Pik) | 馮壽 | 380 (Dd107W) |
| Fung Tak (Shek Pik) | 馮德 | 380 (Dd107) |
| Fung Tak-cheung (Shek Pik) | 馮德昌 | 290 (Dd46M) |
| Fung Yau-shing (Shui Hau) | 馮有昇 | 358 (Dd96M) |
| | | |
| Gompertz H. H. J, President Land Court | | 26, 36, 40, 58, 59, 60, 75, 78, 415 fn4, 416 fn8, 441 fn17 |
| | | |
| Hallifax E. R. District Officer | | 41 |
| Hansen, Valerie | | 414 fn46, 427 fn1, 436 fn2, 437 fn46, 441 fn2, 442 fn7, 444 fn23, 444 fn35, 37, 447 fb 3,4 |
| | | |
| Hau clan (Ho Sheung Heung) | 侯 | 32 |
| Hau Cheung-fat (Ho Sheung Heung) | 侯昌發 | 316 (Dd65P) |
| Hau Kwai-luk (Ho Sheung Heung) | 侯貴祿 | 237 (Dd17P) |
| Hau Luk Man Tong (Ho Sheung Heung) | 侯陸文堂 | 335 (Dd78V) |
| Hau Shing-yuen (Ho Sheung Heung) | 侯成元 | 237 (Dd17M) |
| Hau Shiu-cheung (Ho Sheung Heung) | 侯兆祥 | 335 (Dd78V) |
| Hau Sui-lam (Ho Sheung Heung) | 侯瑞琳 | 335 (Dd78V) |
| Hau Sui-long (Ho Sheung Heung) | 侯瑞琅 | 335 (Dd78V) |
| Hau Sui-on (Ho Sheung Heung) | 侯瑞安 | 335 (Dd78V) |
| Hau Sui-pan (Ho Sheung Heung) | 侯瑞璜 | 335 (Dd78V) |
| Hau Sui-tat (Ho Sheung Heung) | 侯瑞達 | 335 (Dd78DW) |
| Hau Sui-wo (Ho Sheung Heung) | 侯瑞和 | 335 (Dd78V) |
| Hau Tuen-kwan (Ho Sheung Heung) | 侯端琨 | 316 (Dd65V) |
| Hau Tuen-tat (Ho Sheung Heung) | 侯端達 | 316 (Dd65DW) |
| Hau Tuen-wan (Ho Sheung Heung) | 侯端雲 | 316 (Dd65) |
| Hayes J. W. | | 332 (Dd74n), 332 (Dd75n), 341 (Dd82n), 347 (Dd86n), 354 (Dd100n), 373 (Dd104n), 377 Dd105n), 381 (Dd107n), 426 fn69, 453 fn17, 454 fn2 |
| | | |
| Ho, Magistrate, San On | -- | 207 (Dd4A) |
| Ho clan (North Saikung) | 何 | 392 (Dd117) |
| M. Ho (Sha Kok Mei) | 何氏 | 343 (Dd83P) |
| Ho Chan, Earl of Tung Kuan | 何真 | 32, 419 fn36 |
| Ho Cheung-kat (North Saikung) | 何昌吉 | 393 (Dd117) |

- | | | |
|------------------------------|-----|---|
| Ho Chung-lap (Hoi Ha area) | 何昌立 | 285 (Dd43V) |
| Ho Fong-ming (Hoi Ha area) | 何晃明 | 285 (Dd43M) |
| Ho Fu-mau (Hoi Ha area) | 何傅茂 | 338 (Dd80V) |
| Ho Fu-shing (Hoi Ha area) | 何傅勝 | 338 (Dd80V) |
| Ho Kam-shau (Pui O) | 何錦壽 | 167 |
| Ho Kei-sau (Hoi Ha area) | 何己壽 | 328 (Dd72V) |
| Ho Kwok-leung (Tai Wan) | 何國良 | 349 (Dd88W) |
| Ho Mo-shau (Hoi Ha area) | 何戊壽 | 329 (Dd73W) |
| Ho Ngau-tsai (Pui O) | 何牛仔 | 306 (Dd57n) |
| Ho Ping (Tai Wan) | 何平 | 349 (Dd88P) |
| Ho Sai-nam (Pui O) | 何世南 | 306 (Dd57DW) |
| Ho Sai-sham (Pui O) | 何世參 | 167, 306(Dd57V) |
| Ho Sai-ying (Pui O) | 何世英 | 306 (Dd57M) |
| Ho Shue-fuk (Shek Pik) | 何樹福 | 270 (Dd33M) |
| Ho Sze-yam (Hoi Ha area) | 何仕欽 | 327 (Dd71M), 329 (Dd 73DW), 338 (Dd80M) |
| Ho Tang-hei (Tai Wan) | 何灯喜 | 349 (Dd88DW) |
| Ho Tin-po (Hoi Ha area) | 何天保 | 328 (Dd72V), 329 (Dd73V) |
| Ho Tsuen-shau (Tsing Yi) | 何傳壽 | 331 (Dd74P) |
| Ho Wing-chak (Tsuen Wan) | 何榮責 | 347 (Dd86W) |
| Ho Tso-fuk (Tai Wan) | 何灶福 | 349 (Dd88V) |
| Ho Wong-po (Hoi Ha area) | 何王保 | 328 (Dd72V), 329 (Dd73V) |
| Hui family (North Saikung) | 許 | 392 (Dd117) |
| Hui Kei-cheung (Hoi Ha area) | 許其昌 | 325 (Dd70V) |
| Hui Kei-fu (Hoi Ha area) | 許其富 | 325 (Dd70V) |
| Hui Kei-kwai (Hoi Ha area) | 許其貴 | 325 (Dd70V) |
| Ho Kei-yik (Hoi Ha area) | 許其奕 | 325 (Dd70V) |
| Hui Shi-hang (North Saikung) | 許時亨 | 393 (Dd117) |
| Hui Shi-ming (North Saikung) | 許時明 | 393 (Dd117) |
| Hui Yeung-po (Hoi Ha area) | 許楊保 | 329 (Dd73M) |
| I Shing Tong (Sha Tin) | 怡成堂 | 434 fn14 |
| Iu clan (Lamma) | 姚 | 55 |
| Iu Chiu-fu (Lamma) | -- | 209 (Dd4B) |
| Iu Cho (Lamma) | -- | 207 (Dd4A), 209 (Dd4B) |
| Iu Ka-chan (Lamma) | -- | 207 (Dd4A) |
| Iu Ka-kan (Lamma) | -- | 207 (Dd4A) |
| Iu Ki-chan (Lamma) | -- | 207 (Dd4A) |
| Iu King-chung (Lamma) | -- | 207 (Dd4A) |
| Iu Ma-ying (Lamma) | -- | 207 (Dd4A) |
| Iu Ping-yung (Lamma) | -- | 209 (Dd4B) |
| Iu Tai-fun (Lamma) | -- | 209 (Dd4B) |
| Iu Tak-yü (Lamma) | -- | 207 (Dd4A) |

Iu Tsan (Lamma)	--	209 (Dd4A)
Iu Tsun-cheung (Lamma)	--	209 (Dd4B)
Iu Ün-cheung (Lamma)	--	212 (Dd4C)
Iu Yi Yin Tong (Lamma)	--	32, 54, 212 (Dd4C), 430 fn43
Jones W. C.		418 fn19
Jueluoji, Viceroy	覺羅吉	202 (Dd3)
Kam, Magistrate, San On	金	198 (Dd2)
Kam Kai-ching, Magistrate, San On	金啟貞	73
Kam Sek-choh (Tsuen Wan)	甘錫初	363 (Dd100DW)
Kam Yi (Hong Kong)	甘義	398 (Dd119n)
Kei Sai-ling (Tsing Fai Tong)	姬世齡	291 (Dd47DW)
Kei Shau-sang (Tsing Fai Tong)	姬壽生	291 (Dd47W)
Kei Tin-tseuk (Tsing Fai Tong)	姬天爵	291 (Dd47W)
Kei Yau-fong (Tsing Fai Tong)	姬有方	291 (Dd47V)
Kei Yau-tseung (Tsing Fai Tong)	姬有祥	291 (Dd47W)
Kei Ying-kam (Tsing Fai Tong)	姬應錦	291 (Dd47M)
Kei Ying-yip (Tsing Fai Tong)	姬應業	291 (Dd47P)
Keung family	姜	374 (Dd105)
Ko On (Tsing Yi)	高安	331 (Dd74V)
Kong family (Shek Pik)	江	290 (Dd46)
Koxinga		8
Kuet clan (Nam A)	闕	453 fn18
Kung Cheung-wan (Shek Pik)	龔祥雲	272 (Dd34V)
Kung Fong (Yi O)	龔晃	350 (Dd89V)
Kung Hang-yuk (Shek Pik)	龔珩玉	263 (Dd28P)
Kung Luk Sau Tong (Yi O)	龔六秀堂	350 (Dd89)
Kung Tsap Shin Tong (Yi O)	龔集善堂	133, 350 (Dd89)
Kung Tim-fu (Shek Pik)	龔添富	272 (Dd34V)
Kung Tsoi-tai (Shek Pik)	龔財太	270 (Dd33DW)
Kung Wong-yuk (Shek Pik)	龔璜玉	272 (Dd34M)
Kung Yiu-fu (Shek Pik)	龔耀富	272 (Dd34)
Aunt Kwai (Tsing Yi)	桂大姑	333 (Dd76P)
Kwok Lai-pai (Shek Pik)	郭禮拜	351 (Dd89P)
Lai Ah-chat (Lei Yue Mun)	賴亞七	277 (Dd38V)
Lai Ah-yan (Lei Yue Mun)	賴亞仁	277 (Dd38W)
Lai Kwun-mui (Lei Yue Mun)	賴觀妹	278 (Dd38DW)
M. Lam (Pui O)	林氏	298 (Dd52V)
Lam family (North Saikung)	林	392 (Dd117)
Lam Ah-tso (Wo Hang area)	林亞祖	224 (Dd10W)
Lam Fu-tim (Chek Mei)	林火添	348 (Dd87P)

- Lam Kap-hing (Hoi Ha area)
 Lam King-fat (Wo Hang area)
 Lam Tai (Cheung Chau)
 Lam Tin-shing (Mui Wo)
 Lam Shing-tsuen (North Saikung)
 Lam Wun-sang (Mui Wo)
 Lam clan (Wong Chuk Wan)
 Lau family (North Saikung)
 Lau Fo-sau (Wu Kau Tang)
 Lau Kan-chi (Sha Tau Kok)
 Lau Kap (Ngong Wo)
 Lau Kei-chun (Sha Tau Kok)
 Lau Kwok-wing (Sai Kung)
 Lau Kwok-wing (Sai Kung)
 Lau Hei-cheung (Wu Kau Tang)
 Lau Hei-ching (Wu Kau Tang)
 Lau Hei-fau (Wu Kau Tang)
 Lau Hei-sheung (Wu Kau Tang)
 Lau On-yap (Sha Tau Kok)
 Lau Sang (Ngong Wo)
 Lau Sheung-tsin (Wu Kau Tang)
 Lau Shing-leung (Wu Kau Tang)
 Lau Shue-kan (Ngong Wo)
 Lau Tak-chun (Sha Tau Kok)
 Lau Wa (Ngong Wo)
 Lau Wai-pong (Sai Kung)
 Lau Wo-choi (Wu Kau Tang)
 M. Lau Wong (Sai Kung)
 Lau Yam-cheung (Sha Tau Kok)
 Lau Yam-fuk (Sha Tau Kok)
 Lau Yam-shin (Sha Tau Kok)
 Lau Yi (Sai Kung)
 Lau Yip-chun (Sha Tau Kok)
 Law Ah-king, *see* Fung Law King
 Law Ah-tung (Cheung Chau)
 Law King-kwong (Man Uk Pin)
 Law Sin-ko (Lei Yue Mun)
 Law Wai-chung (Kat O)
 Lee clan (Wo Hang)
 Lee Chiu-chue (Wo Hang)
 Lee Chiu-leung (Wo Hang)
 Descendants of Lee Chiu-leung
- 林甲興 328 (Dd72M)
 藍璟發 288–289 (Dd45M)
 林帶 256 (Dd24)
 林天成 296 (Dd51V)
 林勝傳 393 (Dd117)
 林煥生 297 (D51W)
 劉 463 fn18
 劉 392 (D117)
 劉火秀 266 (D31V)
 劉近池 231 (D14)
 劉甲 343 (Dd83W)
 劉其俊 231 (Dd14W)
 劉國永 344 (Dd84V), 357 (Dd95)
 劉國榮 141, 344 (Dd84M), 357 (Dd 95)
 劉喜昌 266 (Dd31M), 274 (Dd 35V)
 劉喜禎 266 (Dd31M)
 劉喜輝 266 (Dd31V)
 劉喜商 267 (Dd31DW)
 劉安揖 231 (Dd14)
 劉生 343 (Dd83V)
 劉上展 258 (Dd25DW)
 劉勝亮 267 (Dd31W)
 劉樹根 343 (Dd83DW)
 劉德俊 231 (Dd14W)
 劉華 343 (Dd83W)
 劉為邦 345 (Dd95M)
 劉和彩 274 (Dd35M)
 劉王氏 141, 357 (Dd95P)
 劉欽璋 231 (Dd14W)
 劉欽福 231 (Dd14V)
 劉欽善 231 (Dd14M)
 劉義 344 (Dd84)
 劉業俊 231 (Dd14W)
 羅亞同 256 (Dd24)
 羅瓊光 390 (Dd118)
 羅先哥 277 (Dd38P)
 羅偉中 202 (Dd3)
 李 106, 185, 225 (Dd10 n), 391 (Dd115 n),
 437 fn49, 451 fn5
 李朝柱 223 (Dd9P)
 李朝樑 222 (Dd8 n), 223 (Dd 9P), 224 (Dd10P),
 226 (Dd11P)
 223 (Dd14P), 378 (Dd106)

- Lee Chiu-tung (Wo Hang) 李朝棟 223 (Dd9P), 295 (Dd50P)
 Lee Kuen-lam (Wo Hang) 李權林 226, (Dd11), 233 (Dd 15)
 Lee Kwan-kwan (Wo Hang) 李鈞茵 390 (Dd115)
 Lee Kwok-kan (Wo Hang) 李國瑾 137, 233 (Dd15V), 440 fn4
 Lee Kwok-kei (Wo Hang) 李國箕 264 (Dd29P)
 Lee Kwok-ko (Wo Hang) 李國高 137, 233 (Dd15W)
 Lee Kwok-sau (Wo Hang) 李國秀 137, 233 (Dd15M)
 Lee Kwok Tong Ancestor (Wo Hang) 李國堂祖 433 fn9
 Lee Kwok-yam (Wo Hang) 李國任 264 (Dd29P)
 Lee Kwok-yuen (Wo Hang) 李國遠 137, 233 (Dd15W)
 Lee Kwok-yung (Wo Hang) 李國雍 264 (Dd29P)
 Lee Ng Fuk Tong (Wo Hang) 李五福堂 100
 Lee Man Cheung She (Wo Hang) 李文昌社 104, 264 (Dd29P)
 Lee Pak Hing Tso (Wo Hang) 李百興祖 108
 Lee Pui-man (Wo Hang) 李培文 235 (D16P)
 Lee Sam-hang (Wo Hang) 李心衡 235 (D16DW), 378 (D106DW)
 Lee Sam Tsit Tong (Wo Hang) 李三捷堂 98, 107, 109, 110, 233 (Dd15P),
 288–289 (Dd45P), 435 fn29

 Lee Sam Yue Tong (Wo Hang) 李三餘堂 108
 Lee San-ming (Wo Hang) 李新名 390 (Dd115)
 Lee Shin-yue (Wo Hang) 李善餘 390 (Dd115)
 Lee Sze-sheung (Wo Hang) 李仕常 264 (Dd29P)
 Lee Tai-on (Wo Hang) 李泰安 288–289 (Dd45DW)
 Lee Tai-wo (Wo Hang) 李泰和 288–289 (Dd45V)
 Lee Ting-fan (Wo Hang) 李廷蕃 227 (Dd12P)
 Lee Ting-kwong (Wo Hang) 李廷光 227 (Dd12P)
 Lee To-fai (Wo Hang) 李道輝 137, 233 (Dd15V)
 Lee To-lam (Wo Hang) 李道琳 137, 233 (Dd15DW)
 Lee Tsit-fong (Wo Hang) 李捷芳 98
 Lee Tsit-kai (Wo Hang) 李捷佳 98
 Lee Tsit-wing (Wo Hang) 李捷榮 98
 Lee Wing Hap Ancestor (Wo Hang) 李榮合祖 108
 Lee Yam-yuen (Wo Hang) 李欽元 433 fn9
 Lee Yi Hap Tong (Wo Hang) 李二合堂 108
 see also Lei and Li
 Lei, Magistrate, San On 李 199 (Dd2)
 Lei, Prefect, Canton 李 199 (Dd2)
 Lei, Viceroy 李 199 (Dd2)
 Lei clan (Wo Liu) 李 453 18
 Lei clan (Wu Kau Tang) 李 266 (D31 inc. n)
 Lei family (North Saikung) 李 392 (Dd117)
 Lei Ah-pat (Wu Kau Tang) 李亞八 312 (Dd60V)
 Lei Chung-lap (Lei Kau Yuen Tong) 李中立 249 (Dd21)

- Lei Fu-fui (Wu Kau Tang) 李富魁 302 (Dd54V)
 Lei Ho-shing. Magistrate, San On 李可成 424 fn42
 Lei Kan-tseung (North Saikung) 李根璋 393 (Dd117)
 Lei Kan-fan (Wu Kau Tang) 李根芬 314 (Dd63V)
 Lei Kan-mau (Wu Kau Tang) 李根懋 293 (Dd48W)
 Lei Kan-wa (Wu Kau Tang) 李根華 294 (Dd49DW)
 Lei Kau Yuen Tong (Lantau) 李久遠堂
 Also called Pik Sha Chan Lei clan, 碧沙陳李宅; Sha House, 沙房; Lei clan, 李姓
 see also Lei Mau-ying, Lei Chung-lap, Lei Ming-fai, Lei Wong-yam
 31, 48, 54, 64, 86, 129, 169, 198–199
 (Dd2), 217 (Dd6n), 219 (Dd7n), 244
 (Dd19), 249 (Dd21), 260 (Dd26),
 268 (Dd32), 268 (Dd33), 272 (Dd34),
 273 (Dd36), 282 (Dd41V), 283–284
 (Dd42n), 287 (Dd44n), 298 (Dd51n),
 302 (Dd53n), 371 (Dd103n), 432 fn3,
 452 fn13
 Lei Kei-yuen (Tung Chung) 李歧遠 198 (Dd2)
 Lei King Mau Ancestor (Wu Kau Tang) 李景茂祖 267 (Dd31n), 305 (Dd56)
 Lei Kwong-on (Tai O) 李廣安 282 (Dd41P)
 Lei Lin-hing (Sheung Shui area) 李連興 253 (Dd23)
 Lei Mau-kei (Tap Mun) 李茂奇 196 (Dd1)
 Lei Man-shiu (Wu Kau Tang) 李萬紹 266 (Dd30n)
 Lei Mau-ying (Lei Kau Yuen Tong) 李卯英 31, 244 (Dd19n)
 Lei Ming-fui (Lei Kau Yuen Tong) 李明魁 249 (Dd21)
 Lei Sung (Tsuen Wan) 李宋 359 (Dd97V)
 Lei Sze-cheung (Wu Kau Tang) 李仕昌 294 (Dd39M)
 Lei Sze-cheung (Wu Kau Tang) 李仕章 294 (Dd39W)
 Lei Sze-fu (Wu Kau Tang) 李仕富 294 (Dd39V)
 Lei Sze-kei (Wu Kau Tang) 李仕基 294 (Dd39DW)
 Lei Sze-leung (Wu Kau Tang) 李仕良 310 (Dd59)
 Lee Sze-shing (Wu Kau Tang) 李仕勝 185, 262 (Dd27P), 263 (Dd30P), 266
 (Dd31P), 274 (Dd35P), 294 (Dd39P),
 310 (Dd59P), 311 (Dd60P), 316
 (Dd61P), 314 (Dd63P), 315 (Dd64)
 Lei Tang-fuk (Wu Kau Tang) 李登福 293 (Dd48W)
 Lei Tsik-yan (Peng Chau) 李藉恩 287 (Dd44P)
 Lei Tsoi-sang (Tung Chung) 李財生 360 (Dd98P)
 Lei Tsz-fung (Wu Kau Tang) 李子鳳 258 (Dd25W)
 Lei Tsz-han (Tai Hom) 李志嫻 362 (Dd99V)
 Lei Tsz-kwong (Wu Kau Tang) 李子廣 310 (Dd59V)
 Lei Tsz-lun (Wu Kau Tang) 李子麟 133, 258 (Dd25P), 305 (Dd56)
 Lei Tsz-lung (Wu Kau Tang) 李子龍 258 (Dd25V)

- | | | |
|---------------------------------------|---------|--|
| Lei Tsz-tsan (Wu Kau Tang) | 李子振 | 258 (Dd25W) |
| Lei Wing (Lo Wai) | 李榮 | 340 (Dd82W) |
| Lei Wing-fu (Wu Kau Tang) | 李永孚 | 293 (Dd48M), 305 (Dd56V) |
| Lei Wing-hei (Wu Kau Tang) | 李永喜 | 276 (Dd37) |
| Lei Wing-hin (Wu Kau Tang) | 李永顯 | 276 (Dd37DW), 293 (Dd48DW), 294 (Dd49W), 302 (Dd54M), 305 (Dd56), 314 (Dd63) |
| Lei Wing-hon (Wu Kau Tang) | 李永漢 | 293 (Dd48W), 294 (Dd49) |
| Lei Wing-hon (Wu Kau Tang) | 李永翰 | 276 (Dd37M) |
| Lei Wing-ming (Wu Kau Tang) | 李永明 | 265 (Dd30V) |
| Lei Wing-ngok (Wu Kau Tang) | 李永鏢 | 314 (Dd63DW) |
| Lei Wing-po (Wu Kau Tang) | 李永普 | 302 (Dd54DW) |
| Lei Wing-shau (Wu Kau Tang) | 李永壽 | 265 (Dd30V) |
| Lei Wing-sung (Wu Kau Tang) | 李永崇 | 265 (Dd30M) |
| Lei Wing-wan (Wu Kau Tang) | 李永云 | 276 (Dd37P), 293 (Dd48P), 294 (Dd49), 302 (Dd54V), 305 (Dd56P), 314 (Dd65) |
| Lei Wing-wing (Wu Kau Tang) | 李永榮 | 291 (Dd48V) |
| Lei Wing-yi (Wu Kau Tang) | 李永儀 | 266 (Dd30DW) |
| Lei Wing-yung (Wu Kau Tang) | 李永鏞 | 318 (Dd63) |
| Lei Wing Yung Ancestor (Wu Kau Tang) | 李永鏞祖 | 267 (Dd31n), 315 (Dd64) |
| Lei Wong Yam (Lei Kau Yuen Tong) | 李汪蔭 | 249 (Dd21) |
| Lei Yau-tsoi (Wu Kau Tang) | 李友彩 | 262 (Dd27V) |
| Lei Yi (Hong Kong) | 李二 (李義) | 397 (Dd119 inc. n) |
| Lei Yi-shau (Wo Liu) | 李二壽 | 252 (Dd23) |
| Lei Yuk-ching (Wu Kau Tang) | 李毓清 | 262 (Dd27DW) |
| Lei Yuk-leung (Wu Kau Tang) | 李毓亮 | 262 (Dd27 inc. n) |
| Lei Yuk-pan (Wu Kau Tang) | 李毓彬 | 262 (Dd27W) |
| Lei Yuk-sang (Tai Wan) | 李玉生 | 349 (Dd88W) |
| Lei Yuk-tung (Wu Kau Tang) | 李毓通 | 262 (Dd27M) |
| Lei Yun-sang (Tap Mun) | 李閏生 | 196 (Dd1) |
| <i>see also</i> Lee and Li | | |
| Leung clan (Pak Ngau Shek) | 梁 | 452 fn14 |
| Leung Kat-tong (Hong Kong) | 梁吉堂 | 323 (Dd69P) |
| Leung Kam-shui (North Lantau) | 梁金水 | 398 (Dd119) |
| Leung Ming-kwong, Arbitrator | 梁明廣 | 198 (Dd2) |
| Leung Tim (North Lantau) | 梁添 | 398 (Dd119V) |
| Li clan (Nga Tsin Wai) | 李 | 111 |
| Li Shing Kwai Ancestor (Nga Tsin Wai) | 李成貴祖 | 112 |
| <i>see also</i> Lee and Lei | | |
| Liu clan (Sheung Shui) | 廖 | 54, 55, 57, 58, 245 (Dd20 inc. n), 252 (Dd23 inc. n), 392 (Dd117) |
| Liu clan (Wu Kau Tang) | 廖 | 423 fn31 |

- | | | |
|---|------|---|
| M. Liu (Shui Hau) | 廖氏 | 274 (Dd36V) |
| Liu Chuen-fat (Sheung Shui) | 廖全發 | 253 (Dd23) |
| Liu Fu-kwong (Sheung Shui) | 廖富廣 | 253 (Dd23) |
| Liu Fu-lap (Sheung Shui) | 廖富立 | 253 (Dd23) |
| Liu Hak-kwai (Sheung Shui) | 廖客圭 | 253 (Dd23) |
| Liu Kam-fat (Sheung Shui) | 廖錦發 | 253 (Dd23) |
| Liu King-yau (Sheung Shui) | 廖瓊有 | 253 (Dd23) |
| Liu Kwan-nang (Sheung Shui) | 廖昆能 | 246 (Dd20) |
| Liu Ping Shan Ancestor (Sheung Shui) | 廖丙山祖 | 252 (Dd23) |
| Liu Po-shau (Sheung Shui) | 廖婆壽 | 252 (Dd23) |
| Liu Sek-cheung (Tsuen Wan) | 廖錫昌 | 363 (Dd100P) |
| Liu Shui-tsoh (Sheung Shui) | 廖水佐 | 253 (Dd23) |
| Liu Sze-yat (Sheung Shui) | 廖斯一 | 245 (Dd20W) |
| Liu Sze-yuen (Sheung Shui) | 廖斯源 | 246 (Dd20DW) |
| Liu Tsuk-hing (Sheung Shui) | 廖祝兄 | 253 (Dd23) |
| Liu Ying-fan (Sheung Shui) | 廖應番 | 246 (Dd20) |
| Lo, Magistrate, Tung Kwun | 盧 | 214 (Dd5) |
| Lo Hung-wai (Peng Chau) | 盧孔懷 | 287 (Dd44M) |
| Loh, <i>see</i> Law | | |
| Lockhart, J. H. S, Colonial Secretary | | 30, 36, 66, 401 417 fn14, 420 fn51, 427 fn4 |
| Lok Sin Tong (Kowloon City) | 樂善堂 | 105 |
| Luk Hap Tong (North Saikung) | 六合堂 | 393 (Dd117 inc. n) |
| Macartney, Lord | | 84 |
| Man clan (San Tin) | 文 | 423 fn27 |
| M. Man (Shui Hau) | 文氏 | 275 (Dd36V) |
| M. Man (Shek Pik) | 文氏 | 367 (Dd103) |
| Man Chan-yeung (San Tin) | 文燦揚 | 228 (Dd13V) |
| Man Cheung She, <i>see</i> Lee Man Cheung She | | |
| Man Kei-kwai (Ping Che) | 萬其貴 | 390 (Dd115) |
| Man Kit-heung (San Tin) | 文絜鄉 | 228 (Dd13) |
| Man Mei-tso (San Tin) | 文美祖 | 228 (Dd13V) |
| Man Siu-lun (Ping Che) | 萬兆倫 | 390 (Dd115) |
| Man Tang-shing (San Tin) | 文等承 | 228 (Dd13V) |
| Man Tin-po (San Tin) | 文天保 | 228 (Dd13V) |
| Man Ting-pong (San Tin) | 文定邦 | 229 (Dd13W) |
| Man Tsang-fu (San Tin) | 文贈父 | 228 (Dd13V) |
| Man Tsap-hei (San Tin) | 文緝熙 | 228 (Dd13M) |
| Man Tsim-san (San Tin) | 文占新 | 228 (Dd18) |
| Man Yue-yam (San Tin) | 文裕任 | 228 (Dd13P) |
| Martin | 馬大人 | 79 |
| Matsubara, Kentaro | | 447 fn5 |

- | | | |
|------------------------------------|------|---|
| Mau Chan-wa (Shek Pik) | 繆燦華 | 280 (Dd40M) |
| Messer C. McI (Messer and Tsui) | | 30, 75, 79, 117, 119, 124, 130, 139, 159, 165 |
| Mung, Viceroy | 蒙 | 199 (Dd2) |
| Ng clan (Nga Tsin Wai) | 吳 | 98, 111 |
| Ng clan (Wu Kau Tang) | 吳 | 258 (Dd25) |
| M. Ng (North Lantau) | 吳氏 | 398 (Dd119) |
| Ng Ah-chung (Tai O) | 吳阿忠 | 283–284 (Dd42V) |
| Ng Fung Ko Ancestor (Nga Tsin Wai) | 吳俸高祖 | 433 fn13 |
| Ng Hon Ko Ancestor (Nga Tsin Wai) | 吳翰高祖 | 433 fn13 |
| Ng Kap-sang (Nga Tsin Wai) | 吳甲生 | 323 (Dd69V) |
| Ng Kwai-cheung (Nga Tsin Wai) | 吳桂昌 | 323 (Dd69V) |
| Ng Lam (North Lantau) | 吳林 | 398 (Dd119) |
| Ng Shui-po (Nga Tsin Wai) | 吳水保 | 323 (Dd69) |
| Ng Sze Ko Ancestor (Nga Tsin Wai) | 吳仕高祖 | 112 |
| Ng Tak Ko Ancestor (Nga Tsin Wai) | 吳德高祖 | 433 fn13 |
| Ng To-po (Nga Tsin Wai) | 吳土保 | 323 (Dd69) |
| Ng Tip-yeung (Shek Pik) | 吳疊陽 | 260 (Dd26DW) |
| Ng Tsoi-lee (Lamma) | -- | 209–211 (Dd4B) |
| Pak Kung Wui (Tsing Yi) | 伯公會 | 352 (Dd90V) |
| Palmer M. J. E. | | 31, 83 |
| Pau family (Peng Chau) | 包 | 287 (Dd44) |
| Pang Kau (Tsuen Wan) | 彭九 | 365 (Dd101V) |
| Pun Tat-tong (Ma Wan) | 潘達堂 | 239 (Dd18), 452 fn12 |
| Pun Tseuk-wai (Tap Mun) | 潘桌懷 | 195 (Dd1) |
| Sam Wo Tong (Pui O) | 三和堂 | 300 (Dd52n) |
| Sham clan (Shui Wo) | 沈 | 452 fn14, 15, 456 fn16 |
| Sham Chuen-tak (Shek Pik) | 沈全德 | 260 (Dd26W) |
| Sham Hing-tai (Shek Pik) | 沈興泰 | 260 (Dd26W) |
| Sham Lin-hing (Shek Pik) | 沈連興 | 260 (Dd26W) |
| Sham Tsan-tak (Shek Pik) | 沈振德 | 260 (Dd26P) |
| Sham Tsung-mau (Shek Pik) | 沈宗茂 | 260 (Dd26M) |
| Sham Tsung-shiu (Shek Pik) | 沈宗紹 | 260 (Dd26V) |
| Sham Shue-fat (Shek Pik) | 沈樹發 | 260 (Dd26W) |
| Sham Shue-hing (Shek Pik) | 沈樹興 | 260 (Dd26W) |
| Shepherd, B. | | 66 |
| Shue, Arbitrator | 舒 | 199 (Dd2) |
| Sin Yiu-fai (Ma Wan) | 冼耀輝 | 239 (Dd18) |
| So Tso-yau (Pak Ngan Heung) | 蘇祖有 | 297 (Dd51P) |
| Staunton, G.T. | | 402, 418 fn19 |

- Strickland, G.E., Attorney General 449, fn7
- Sung Kwok-hong (Kuk Po) 宋國康 264 (Dd29M)
- Sze Sz-kung 施四公 196 (Dd1)
- Sz Tak Tong (Pui O) 泗德堂 298 (Dd52n)
- Tai Hom Kaifong Association (Tai Hom) 大勘街坊福利會 362 (Dd99W)
- Tai Kwok-hing (Shek Pik) 戴國興 268 (Dd32V)
- Tai Shing-fat (Shek Pik) 戴成發 268 (Dd32W)
- Tai Shing-tat (Shek Pik) 戴成達 268 (Dd32V)
- Tai Shing-yip (Shek Pik) 戴成業 268 (Dd32)
- Tai Wong Wui (Tsuen Wan) 大王會 339 (Dd81P)
- Tai Wong Wui (Wo Hang) 大王會 109, 434 fn21
- Tan Carol G. S. 436 fn2, 443 fn13
- Tang clan (Kam Tin & elsewhere) 鄧 31, 32, 47, 55, 86, 419 fn36, 450 fn1
- Tang clan (Wo Hang) 鄧 106, 225 (Dd10n), 295 (Dd50n), 437 fn49
- Tang Ah-yam (Wo Hang) 鄧亞壬 224 (Dd10), 227 (Dd12)
- Tang Ching-cheung (Shui Hau) 鄧禎祥 275 (Dd36DW)
- Tang Fa Wui (Wo Hang) 燈花會 109
- Tang Fuk (Tsuen Wan) 鄧福 347 (Dd86P)
- Tang Hip-yat (Wo Hang) 鄧協一 223 (Dd9M)
- Tang Hon-sze, Arbitrator 鄧翰士 198 (Dd2)
- Tang King-tai (Wo Hang) 鄧敬大 222 (Dd9V)
- Tang Kim-tso (Wo Hang) 鄧儉祖 226 (Dd11V)
- Tang Kwan-hoi (Loi Tung) 鄧群開 390 (Dd117)
- Tang Lap-chuen (Tsing Yi) 鄧立全 333 (Dd76M)
- Tang Lit-sheung (Wo Hang) 鄧烈尚 295 (Dd50V)
- Tang Mau-tsik (Wo Hang) 鄧茂積 226 (Dd11)
- Tang Nap-hin (Wo Hang) 鄧納軒 224 (Dd10)
- Tang Pui-mau (Tung Chung) 鄧佩茂 198 (Dd2)
- Tang Sek-ling (Wo Hang) 鄧錫齡 227 (Dd12V)
- Tang Shiu-ling (Wo Hang) 鄧兆齡 227 (Dd12V)
- Tang Shue-yung (Loi Tung) 鄧樹容 390 (Dd117)
- Tang Shun (Wo Hang) 鄧信 223 (Dd9)
- Tang Sze (Wo Hang) 鄧思 227 (Dd12)
- Tang Tai-tai (Wo Hang) 鄧泰大 222 (Dd9V)
- Tang Tat-shin (Wo Hang) 鄧達先 224 (Dd10M), 295 (Dd50M)
- Tang Ting-kit (Wo Hang) 鄧廷傑 223 (Dd9)
- Tang Ting-ng (Wo Hang) 鄧挺五 226 (Dd11)
- Tang Tsam-sheung (Wo Hang) 鄧參尚 295 (Dd50V)
- Tang Tsap-lai (Loi Tung) 鄧集禮 390 (Dd117)
- Tang Tsin-tsoi (Tong Fuk) 鄧展才 304 (Dd55M)
- Tang Tsit-cheung (Wo Hang) 鄧捷昌 227 (Dd12M)

Tang Tsok-san (Loi Tung)	鄧作新	390 (Dd117)
Tang Wai-kei (Wo Hang)	鄧維祺	295 (Dd50V)
Tang Yau-sheung (Wo Hang)	鄧友尚	224 (Dd10V)
Tang Ying-cheung (Tong Fuk)	鄧應祥	304 (Dd55V)
Tang Ying-kang (Wo Hang)	鄧英璋	295 (Dd50)
Tao, <i>see</i> To		
Tik Yuen (Miu Keng)	滌源	390 (Dd115)
Tin Sam, Community of (Tin Sam)	田心眾	103
To clan (Tuen Mun)	陶	434 fn19
To Hei-ting (Castle Peak)	陶喜廷	388 (Dd114V)
To Tin-kwai (Castle Peak)	陶殿貴	388 (Dd114V)
To Tong-hing (Castle Peak)	陶堂興	388 (Dd114V)
To Yiu-tung (Castle Peak)	陶耀東	388 (Dd114V)
Tong, Magistrate, San On	--	209 (Dd4B)
Tong Yuet-wo (Man Uk Pin)	唐悅和	390 (Dd117)
Tsang surname (Ma Tseuk Ling)	曾	236 (Dd16n)
Tsang clan (Ma Wan)	曾	241 (Dd18n)
Tsang, Magistrate, San On	曾	198 (Dd2)
Tsang Chiu-sheung (Ma Tseuk Ling)	曾超常	378 (Dd106)
Tsang Chiu-yi (Lo Wai)	曾昭義	332 (Dd75P)
Tsang Chiu-yuk (Tsuen Wan)	曾昭鈺	365 (Dd101V)
Tsang Chung (Tai Hom)	曾頌	362 (Dd99W)
Tsang Chung-yin (Ma Tseuk Ling)	曾仲賢	378 (Dd106)
Tsang Fo-sang (Sha Kok Mei)	曾火生	343 (Dd83P)
Tsang Hin-cheung (Tsuen Wan)	曾憲昌	347 (Dd86V)
Tsang Kei-tsit (Kat O)	曾其捷	202 (Dd3)
Tsang Lei-yin (Ma Tseuk Ling)	曾利賢	235 (Dd16W), 378 (Dd106)
Tsang Shing-ching (Ma Tseuk Ling)	曾勝清	235 (Dd16V), 378 (Dd106)
Tsang Shing-kwong (Ma Tseuk Ling)	曾勝光	235 (Dd16V), 378 (Dd106)
Tsang Shing-yuen (Ma Tseuk Ling)	曾勝元	235 (Dd16V)
Tsang Tak-cheung (Kau Wa Keng)	曾德昌	374 (Dd105)
Tsang Tak-chiu (Kau Wa Keng)	曾德昭	374 (Dd105)
Tsang Tak-chiu (Kau Wa Keng)	曾德超	374 (Dd105)
Tsang Tak-fai (Kau Wa Keng)	曾德輝	374 (Dd105)
Tsang Tak-fat (Kau Wa Keng)	曾德發	374 (Dd105)
Tsang Tak-foon (Kau Wa Keng)	曾德寬	374 (Dd105)
Tsang Tak-kung (Kau Wa Keng)	曾德恭	374 (Dd105)
Tsang Tak-lai (Kau Wa Keng)	曾德禮	374 (Dd105)
Tsang Tak-leung (Kau Wa Keng)	曾德良	374 (Dd105)
Tsang Tak-luk (Kau Wa Keng)	曾德祿	374 (Dd105)
Tsang Tak-mau (Kau Wa Keng)	曾德茂	374 (Dd105)
Tsang Tak-piu (Kau Wa Keng)	曾德標	374 (Dd105)
Tsang Tak-sun (Kau Wa Keng)	曾德信	374 (Dd105)

-
- | | | |
|--|------|---------------------------------------|
| Tsang Tak-shau (Kau Wa Keng) | 曾德壽 | 374 (Dd105) |
| Tsang Tak-wo (Kau Wa Keng) | 曾德和 | 374 (Dd105) |
| Tsang Tat-yin (Ma Tseuk Ling) | 曾達賢 | 235 (Dd16W), 378 (Dd106) |
| Tsang To-yin (Ma Tseuk Ling) | 曾道賢 | 235 (Dd6W), 378 (Dd106) |
| Tsang Tsiu-hoi (Ma Tseuk Ling) | 曾潮海 | 235 (Dd16) |
| Tseng, <i>see</i> Cheng | | |
| Tse Fuk-ming (Tai Hom) | 謝福明 | 362 (Dd99P) |
| Tso Yan-hoi (Lei Yue Mun) | 曹仁開 | 277 (Dd38M) |
| Tsui family (Tap Mun) | 徐 | 185 (Dd1) |
| Tsui Ching-sang (Shek Pik) | 徐清生 | 358 (Dd96), 441 fn22 |
| Tsui Kei-hin (Shek Pik) | 徐奇顯 | 367–368 (Dd103W), 371 (Dd104) |
| Tsui Mun-hei (Shek Pik) | 徐滿喜 | 354 (Dd93P), 358 (Dd96), 379 (Dd107) |
| Tsui, Paul | | 436 fn11, 438 fn52 |
| Tsui Shiu-fan (Tap Mun) | 徐紹勳 | 195 (Dd1) |
| Tsui Tsin-leung (Shek Pik) | 徐展亮 | 140, 268 (Dd32), 270 (Dd33), 442 fn22 |
| Tsui Yuet-mui (Sai Kung) | 徐月妹 | 141, 344 (Dd84P), 357 (Dd95V) |
| Tung Fuk Tong (Kam Tin) | 同福堂 | 105 |
| Wai clan (Tai Wai) | 韋 | 47, 59 |
| Wai Kin-yuen (Tai Wai) | 韋建元 | 47, 48, 83, 217 (Dd6n) |
| Wai Kin-hing (Tai Wai) | 韋乾慶 | 47 |
| Wai Tak-hing (Tai Wai) | 韋德慶 | 47 |
| Wai Yin-hing (Tai Wai) | 韋衍慶 | 47 |
| Wan clan (Lung Ah Pai) | 溫 | 452 fn14, 15, 453 fn16 |
| Wan Ah-shau (Tai O) | 溫亞壽 | 282 (Dd41M) |
| Wan Chi-hing (Shek Pik) | 溫志興 | 308 (Dd58M) |
| Wan Kam-fu (Keung Shan) | 溫金富 | 337 (Dd79M) |
| Wan Leung-tsun (Shap Long) | 溫良縉 | 218 (Dd7DW) |
| Wan San-fat (Wan San-lok) (Keung Shan) | 溫新發 | 337 (Dd79P) |
| Wan Tsong-ting (Shek Pik) | 溫創廷 | 308 (Dd58V) |
| Wan Yung-hing (Keung Shan) | 溫容興 | 337 (Dd79V) |
| Watson J. L. | | 423 fn27, 457 fn7 |
| Wing Hing Company | 榮興公司 | 239 (Dd18), 452 fn12 |
| Wing Shing Tong (Shek Pik) | 永盛堂 | 304 (Dd55P) |
| Wong, Magistrate, San On | 王 | 202 (Dd3) |
| Wong, Magistrate, San On | 汪 | 198 (Dd2) |
| Wong clan (Ma Wan) | -- | 241 (Dd18n) |
| Wong clan (Tai Wan) | 王 | 254 (Dd23n), 453 fn18 |
| Wong Cheung (Hoi Ha area) | 黃長 | 325 (Dd70M) |
| Wong Fo-shing (Sai Kung) | 王火勝 | 344 (Dd84DW) |
| Wong Fuk-tsuen (Tsuen Wan) | 黃福傳 | 363 (Dd100V) |
| Wong Hei-shing (Cheung Chau) | 黃喜勝 | 256 (Dd24) |
| Wong Lai-kam, Arbitrator | 黃禮金 | 198–199 (Dd2) |

Wong Lung (Tap Mun)	黃龍	195 (Dd1)
Wong Shui (Lo Wai)	黃水	340 (Dd52W)
Wong Sze-shun (Kat O)	黃仕鵠	202 (Dd3)
Wong Wai Chak Tong (Cheung Chau)	黃維則堂	32, 54, 67, 169, 188, 256 (Dd24), 287 (Dd44n)
Wu Man-shau (Tap Mun)	胡文壽	195 (Dd1)
Yau San (Tsing Yi)	丘新	331 (Dd74W)
Yau Mau Ancestor (Wu Kau Tang)	有茂祖	315 (Dd64)
Yeung, Magistrate, San On	--	211 (Dd4C)
Yeung, Sub-Magistrate, Kowloon City	楊	198 (Dd2)
Yeung, Director of Education, San On	楊	239 (Dd18V)
Yeung Ming-tat (Kat O)	楊名達	202 (Dd3)
Yeung Ting (Tsuen Wan)	楊廷	359 (Dd97P)
Yeung Ting-sham (Tsuen Wan)	楊廷森	366 (Dd102W)
Yeung Ting-sheung (Kat O)	楊廷相	202 (Dd3)
Yeung Yiu-pang (Kuk Po)	楊耀鵬	264 (Dd29W)
Yeung Yiu-tsung (Kuk Po)	楊耀宗	29V
Ying Sau Kung (Pui O)	應壽公	264 (Dd52n)
Yip family (Tap Mun)	葉	300 (Dd1)
Yip family (North Saikung)	葉	392 (Dd117)
Yip Hei-kwai (Tai O)	葉喜貴	283–284 (Dd42P)
Yip Hei-le	--	283–284 (Dd42n)
Yip Kam-mau (North Saikung)	葉錦茂	392 (Dd117)
Yip Lin-fat (Shek Shun)	葉連發	140, 141, 268 (Dd32P), 270 (Dd33V)
Yip Ngong-san (Tap Mun)	葉昂申	195 (Dd22W)
Yiu, Provincial Treasurer	姚	198 (Dd2)
for other Yiu, <i>see</i> Iu		
Yue Ah-tsai (Yau Yue Wan)	俞亞仔	251 (Dd22V)
Yue Tsan-loi (Yau Yue wan)	俞振來	251 (Dd22W)
Yue Kwok-cheung (Yau Yue Wan)	俞國昌	251 (Dd22)
Yue Kwun-sau (Yau Yue Wan)	俞觀秀	251 (Dd22V)
Yue Lap (Yau Yue Wan)	俞立	251 (Dd22W)
Yue Lin-shing (Yau Yue Wan)	俞連成	251 (Dd22W)
Yue Shing (Yau Yue Wan)	俞成	251 (Dd22W)
Yue Shui-hing (Yau Yue Wan)	俞瑞興	214 (Dd5), 252 (Dd22n)
Yue Tsun-shing (Yau Yue Wan)	俞進成	251 (Dd22W)
Yue Wang-shing (Yau Yue Wan)	俞宏盛	251 (Dd22W)
Yue Yuen (Yau Yue Wan)	俞元	251 (Dd22W)
Yue Man (Yau Yue Wan)	俞萬	251 (Dd22W)
Yue Shui-hing (Yau Yue Wan)	俞瑞興	251 (Dd22)
Yue Yam (Yau Yue Wan)	俞任	251 (Dd22W)
Yue Yam-sau (Yau Yue Wan)	俞壬秀	251 (Dd22)

-
- | | | |
|-----------------------------------|------|--|
| Yue Yuet-tsun (Yau Yue Wan) | 俞粵俊 | 214 (Dd5) |
| Yue Yuk-shing (Yau Yue Wan) | 俞玉成 | 251 (Dd22W) |
| Yuen Hing Shop (Cheung Chau) | 遠興店 | 298 (Dd52P) |
| Yuet Kwan (Miu Keng) | 月坤 | 390 (Dd118) |
| Yung family (Hoi Ha) | 翁 | 57, 58, 285 (Dd 43n), 392 (Dd117),
397 (Dd118), 454 fn21 |
| Yung Ah-yi (Hoi Ha) | 翁亞義 | 345 (Dd85V) |
| Yung Hau Fuk Tong (Hoi Ha) | 翁厚福堂 | 103, 114, 325 (Dd70), 327 (Dd71n),
328 (Dd72n) |
| <i>see also</i> Yung Sze-chiu | | |
| Yung Kau-cheung (Hoi Ha) | 翁九章 | 345 (Dd85M) |
| Yung San-hei (Hoi Ha) | 翁辛喜 | 345 (Dd85V) |
| Yung Siu Wang Ancestor (Hoi Ha) | 翁兆宏祖 | 80, 392 (Dd116) |
| Yung Sze-chiu (Hoi Ha) | 翁仕朝 | 80, 114, 285 (Dd 43n), 326 (Dd70n),
327 (Dd71P), 328 (Dd72P), 329
(Dd73P), 338 (Dd80P), 345 (Dd85P),
392 (Dd116n), 395 (Dd117n), 398
(Dd118n), 414 fn44, 429 fn24, 25, 432
fn55, 433 fn12, 436 fn21, 443 fn15,
454 fn1 |
| <i>see also</i> Yung Hau Fuk Tong | | |
| Yung Tak-kam (Hoi Ha) | 翁德金 | 80, 125, 285 (Dd43P), 429 fn24 |
| Yung Tso-yeung (Hoi Ha) | 翁灶養 | 345 (Dd85V) |
| Yung Yuk-mau (Hoi Ha) | 翁玉茂 | 345 (Dd85V) |

Index of Places

All places mentioned in the text are referenced here. Placenames are given as in the *Hong Kong Gazetteer of Placenames*: places in China are given in the same Cantonese transliteration, but with pinyin cross-references. Places mentioned in the Deeds, including places from which Deeds are known to have come, but where the placename is not given in the Deeds, are referenced by the page and Deed number. Places mentioned in the footnotes are included, except where they are merely part of the title of some source referred to in the footnote. “--” no characters are available; “Dd” = “Deed”, “n/l” = “named locality”; “n” = “in notes attached to the Deed referenced”; “fn” = “footnote”, referenced by the page and footnote number. For “New Territories”, “Hong Kong Island”, and “Kowloon”, see General Index.

Ai Lo Fan	--	212 (Dd4C)
Au Pui Wang Keng (n/l Ho Sheung Heung)	凹背橫徑	317 (Dd66)
Australia		87
Baoan, <i>see</i> San On		
Beas River		32
Bias Bay	大鵬灣	6
Canton (including Prefecture of Canton)	廣州	5, 6, 12, 43, 44, 64, 177, 403 404 405, 407, 424 fn47, 449 fn9, 458 fn5
Castle Peak Monastery (Tuen Mun)	青山杯渡寺	388 (Dd114)
Chai Kek	寨𨵿	452
Chat Tau Au (n/l Tai Om Shan)	七頭凹	245 (Dd20)
Che Mei Pai (n/l Kau Wa Keng)	峯尾排	375 (Dd105)
Che Wan (n/l Tap Mun)	車灣	196 (Dd1)
Chek Mei	赤尾	348 (Dd87), 409 fn5
Cheung Chau	長洲	12, 18, 32, 54, 62, 67, 105, 145, 169, 186, 188, 256 (Dd24), 272 (Dd34), 287 (Dd44n), 298 (Dd52), 412 fn26, 426 fn64, 438 fn52, 454 fn23

-
- also called* Ngoi Cheung Chau 外長洲
see also Tai Wan Mei
- Cheung Chow Sea (Lamma) -- 209 (Dd4B)
 Cheung Kwan O (n/l Lamma) -- 209 (Dd4B)
 Cheung Shan Monastery (Miu Keng) 長山寺 105, 390 (Dd115)
 Cheung Wan (n/l Lamma) -- 209 (Dd4B)
 Chi Ma Wan 芝麻灣 320 (Dd68n)
 Ching Chung Shü (n/l Lamma) -- 209 (Dd4B)
 Ching Lam (n/l Lamma) -- 209 (Dd4B)
 Chow Tsai Nam Pak (n/l Lamma) -- 209 (Dd4B)
 Cho Yau Long Po (n/l Lamma) -- 207 (Dd4A)
 Chue Kwu Lim (n/l Wu Kau Tang) 豬古稔 258 (Dd25), 315 (Dd64)
 Chung Sam Lok (n/l San Tin) 中心洛 239 (Dd18)
 Chung Sam Tun (n/l Pui O) 中心墩 244 (Dd19)
 Chung Sham Kok (n/l Lamma) -- 209 (Dd4B)
 County School 45
- Dapeng, *see* Tai Pang
 Deep Bay 29
 Dongguan, *see* Tung Kwun
- Fan Lau 分流 269 (Dd32n)
also called Shek Shun 石筍
 Fat Shan 佛山 455 fn5
 Fat Tap Mun, *see* Tap Mun
 Fa Yuen County 花縣 420 fn55
 Fei Yeung Hang (n/l Wu Kau Tang) 漚洋坑 262 (Dd27)
 Foshan, *see* Fat Shan
 Fo Tan 火炭 62
 Fu Tei (n/l Wu Kau Tang) 虎地 374 (Dd105)
 Fu Tso San Hang 苦草新坑 237 (Dd17)
 (n/l Ho Sheung Heung)
 Fuyong, *see* Fuk Wing
 Fu Yung Shan (n/l Tsuen Wan) 芙蓉山 363 (Dd100)
 Fuk Wing 福永 6
 Fung Shue Wo (n/l Tsing Yi) 風樹窩 333 (Dd76)
- Great Wall 34
 Guangdong, *see* Kwangtung
 Guangzhou, *see* Canton
- Ha Lung (n/l Ho Sheung Heung) 下壠 335 (Dd78)
 Ha Shap Tsz Lo (n/l Wo Hang) 下十字路 378 (Dd106)

- | | | |
|--|-------|--|
| Ha Tsuen | 廈村 | 47, 419 fn36 |
| Ha Wo Hang | 下禾坑 | 106, 107, 108 |
| Ha Yeung (n/l Hoi Ha) | 下洋 | 329 (Dd73) |
| Ha Yeung Kak Hang (n/l Hoi Ha) | 下洋隔坑 | 328 (Dd72) |
| Ha Yeung Tai Tso Po (n/l Hoi Ha) | 下洋大草埔 | 325 (Dd70) |
| Haifeng, <i>see</i> Hoi Fung | | |
| Ham Tin (n/l Pui O) | 咸田 | 298 (Dd52), 300 (Dd53), 313 (Dd62),
334 (Dd77), 453 fn17 |
| Hang Lik Ha (n/l Ho Sheung Heung) | 坑壠下 | 316 (Dd65) |
| Hang Mei (n/l Kau Wa Keng) | 坑尾 | 374 (Dd105) |
| Hau Wong Temple (Tai Wai) | 侯王宮 | 104 |
| Heung Kong Wai | 香港圍 | 450 fn1 |
| Heung Sai | 向西 | 237 (Dd17) |
| Ho Chung | 壕涌 | 62, 425 fn50 |
| Ho Sheung Heung | 河上鄉 | 162, 164, 186, 237 (Dd17), 316 (Dd65),
335 (Dd78), 448 fn12 |
| <i>see also</i> Fu Tso San Hang, Tai Yuen, Ping Lik, Hang Lik Ha, Au Pui Wang Keng, Pak Kung Ha Mun Tsai, Ha Lung | | |
| Hoi Chung Pa (n/l Tsuen Wan) | 海涌壩 | 347 (Dd86) |
| Hoi Fung County | 海豐縣 | 256 (Dd24) |
| Hoi Ha | 海下 | 57, 58, 63, 80, 103, 122, 139, 144,
145, 157, 173, 185, 189, 247 (Dd20n),
285 (Dd43), 325 (Dd70), 327 (Dd71),
328 (Dd72), 338 (Dd80), 345 (Dd85),
392 (Dd116n), 397 (Dd118), 414 fn44,
442 fn8, 454 fn1 |
| <i>see also</i> Ha Yeung, Ha Yeung Tei Tso Po, Ha Yeung Tai Po, Ha Yeung Kak Hang, Ngau Wu O, Tsing Ka, Ling Tsin, Shui Ngau O, Wo Tong Tsai | | |
| Hok Tau | 鶴藪 | 437 fn49 |
| Hong Hau (n/l Shek Pik) | 巷口 | 367 (Dd103) |
| Hong Kong | 香港 | 12, 325 (Dd69) |
| <i>see also</i> Sam Shap Kan | | |
| Huanggang, <i>see</i> Wong Kong | | |
| Huaxian, <i>see</i> Fa Yuen | | |
| Huizhou, <i>see</i> Wai Chow | | |
| Hung Hom | 紅磡 | 105 |
| Hung Shing Temple (Pui O) | 洪聖廟 | 300 (Dd52n) |
| Inner Cheung Chau | 內長洲 | 198 (Dd2) |
| Islands District | 離島 | 13, 91 |
| Jiezhou, <i>see</i> Kat Chau | | |

- | | | |
|--|-------|---|
| Kam Tau | 敢頭 | 198 (Dd2) |
| Kam Tin | 錦田 | 31, 55, 86, 105, 434 fn25, 450 fn1 |
| Kap Shui Mun | 汲水門 | 291 (Dd47n) |
| Kat Chau | 桔州 | 397 (Dd118) |
| <i>see also</i> Sam Tsai Kok | | |
| Kat O | 吉澳 | 65, 202–203 (Dd3) |
| Kat Tsai Lam (n/l Wo Hang) | 桔仔林 | 233 (Dd15) |
| Kat Tsai Shü (n/l Lamma) | -- | 212 (Dd4C) |
| Kau Ha Wang Fai (n/l Kau Wa Keng) | 溝下橫塊 | 374 (Dd105) |
| Kau Kwa Lau (n/l Shui Hau) | 九卦漏 | 275 (Dd36) |
| Kau Wa Keng | 九華頸 | 126, 374–375 (Dd105) |
| <i>see also</i> Hang Mei, Yeung Keuk, Shau To Fai, Wu To, Fu Tei, Tai Fai, Teng Sheung Tai Yi, To Tau Fai, Kau Wa Hang Fai, Wang Lung Tai Yi, Shek Pik, Sai Heung, Hang Pin, Wo Tong Tsai, Po Tau Hau, Pak Tin, Teng Shue Tau, Kwai Chung Au, Teng Shue Wo, Shau Chung Shue, Tai Pai Teng, Tsoi Yuen, Che Mei Pai, Tai Ham, Tai Tat Chat | | |
| Keung Shan | 姜山 | 162, 164, 198 (Dd2), 337 (Dd79), 448 fn12 |
| <i>see also</i> Sing Lei Pin | | |
| Ki Yan Shek (n/l Lamma) | -- | 212 (Dd4C) |
| Kim Yue Lo Kan Kei (n/l Pui O) | 檢魚路揀企 | 318–319 (Dd67) |
| Kin Kwong Tse (n/l Tai Wan) | 見光輦 | 349 (Dd88) |
| King's College | | 18, 19 |
| Ko Tin Hom | 高田礮 | 247 (Dd20n) |
| Kok Tsui (n/l Lamma) | -- | 209 (Dd4B) |
| Kot Cheung (n/l Sai Kung) | 葛場 | 344 (Dd84), 357 (Dd95) |
| Kowloon City | 九龍城 | 6, 7, 12, 54, 66, 82, 103, 105, 129, 180, 241 (Dd18n), 323 (Dd69), 353 (Dd99n), 409 fn6 |
| Kong Ha | 崗下 | 437 fn49 |
| Ku Lau Mat (n/l Lamma) | -- | 209 (Dd4B) |
| Ku Long (n/l Lamma) | -- | 212 (Dd4C) |
| Kuk Po | 谷埔 | 264 (Dd29), 434 fn14 |
| <i>also called</i> Kuk Fau | | |
| <i>see also</i> Ng To, Lik Pui, Sze To | | |
| Kwai Chung Au (n/l Kau Wa Keng) | 葵涌凹 | 374 (Dd105) |
| Kwai Ling Shan (n/l Lamma) | -- | 207 (Dd4A) |
| Kwangtung Province | | 5, 27, 54–55, 47, 259 (Dd25n), 402, 419 fn30, 427 fn1 |
| Kwo Kan (n/l Wu Kau Tang) | 過澗 | 305 (Dd56) |
| Kwan Tai Temple (Tai O) | 關帝廟 | 283 (Dd42) |
| Kwo Lo Wan (n/l Lamma) | -- | 207 (Dd4A) |
| Kwo Tsz Fu (n/l Wu Kau Tang) | 棵子富 | 258 (Dd25) |
| Kwong Pui (n/l Shek Pik) | 廣貝 | 290 (Dd46) |

-
- | | | |
|---|--------|---|
| Kwu Hang (n/l Tsuen Wan) | 古坑 | 365 (Dd101) |
| Kwun Tong Tsai (n/l Lei Yue Mun) | 官當仔 | 277 (Dd38) |
| Lai Chi Chong | 荔枝庄 | 57, 393 (Dd117) |
| Lam O Shü (n/l Lamma) | -- | 212 (Dd4C) |
| Lam Tsuen | 林村 | 41, 66, 245 (Dd20), 453 fn18, |
| Lamma Island | 南丫島 | 32, 54, 55, 56, 65, 207–208 (Dd4A) |
| <i>also called</i> Pok Liu Island | 博寮洲 | 209–211 (Dd4B), 212 (Dd4C) |
| <i>see</i> Ngai To, Shek Pai Wan, Ün Kok Tau Tung Sai, Sho Shi Tsin, Sham Wan, Tai Kok Tung Sai, Chung Sham Kok, Toi Shek, Ching Lam, Shiu Wan, Po Lo Tsui, O Tsau, Shek Li, Mi Lau Shek, Pak Kok, Ching Chung Shü, Tung Wan Tsai, Ku Lau Mat, Tsang Tsui Lo, Lo Tik Wan, Miu Wan, Chow Tsai, Nam Pak, Cheung Kwan O, Liu Ko Ngam, Kok Tsai, Nam Pak Pin, Shak Ku Wan, Cheung Wan, Mau Tat, Wong Chuk Kok, Shan To Tong, Tai Ping, Tai Tong, Ai Lo Fan, Ku Long, Yung Shü Long, Ki Yan Shek, Tai Ping | | |
| Lan Nai Wan | 爛泥灣 | 195 (Dd1) |
| Lantau Island | 大嶼山 | 7, 31, 42, 43, 54, 64, 86, 129, 157 |
| <i>also called</i> | 大溪山 | 186, 187, 188, 198 (Dd2), 219 (Dd7n), 241 (Dd18n), 245 (Dd19n), 247 (Dd20n), 250 (Dd21n), 261 (Dd26n), 276 (Dd36n), 282 (Dd41n), 283–284 (Dd42n), 298 (Dd51n), 299 (Dd55n), 305 (Dd55n), 320 (Dd68n), 449 fn9 |
| Lei Yue Mun | 鯉魚門 | 277 (Dd38) |
| <i>see also</i> Kwun Tong Tsai | | |
| Lik Pui (n/l Kuk Po) | 壙背 | 264 (Dd29) |
| Ling Fan Tat (n/l Tai Om Shan) | 零飯凸 | 245 (Dd20) |
| Ling Tsui (n/l Hoi Ha) | 領咀 | 329 (Dd73) |
| Liu Ko Ngam (n/l Lamma) | -- | 209 (Dd4B) |
| Lo So Shing (n/l Lamma) | -- | 212 (Dd4C) |
| Lo Tik Wan (n/l Lamma) | -- | 212 (Dd4C) |
| Lo Wai | 老圍 | 332 (Dd75), 340 (Dd82) |
| <i>see also</i> Sheung Kok Shan, Tai Min Pai Po No Shek | | |
| Loi Tung | 萊洞 | 390 (Dd115), 419 fn36 |
| Loi Tung Kong Pui Lung (n/l Wo Hang) | 萊洞崗背-- | 224 (Dd10) |
| Lok Ma Chau | 勒馬洲 | 174, 348 (Dd87) |
| Long Ke | 浪茄 | 195 (Dd1) |
| Long Keng | 浪經 | 254 (Dd23n), 453 fn18 |
| Long Keng Au (n/l Wo Liu) | 浪經凹 | 252 (Dd23) |
| Long Tin (n/l Shui Hau) | 朗田 | 275 (Dd36) |
| Luk Chow (n/l Lamma) | -- | 212 (Dd4C) |
| Luk Mau Ping (n/l Tung Chung) | 綠茅坪 | 360 (Dd98) |
| Lung A Pai | 龍丫排 | 452 fn14, 453 fn16 |

Lung Hau (n/l Shek Pik)	龍口	371 (Dd104)
Lung Hau Po Tau (n/l Shek Pik)	龍口埗頭	368 (Dd103)
Lung Keng Tsai (n/l Tai Wan)	--頸仔	349 (Dd88)
Lung Yeuk Tau	龍躍頭	83, 425 fn59
Ma On Shan	馬鞍山	54
Ma Po Mei	麻布尾	452, fn14
Ma Tseuk Ling	麻雀嶺	222 (Dd9), 236 (Dd16n), 378 (Dd106 inc. n)
<i>see also</i> Wo Tong Ha		
Ma Tso Lung Tsin (n/l Lok Ma Chau)	馬草壠前	348 (Dd87)
Ma Tse (n/l Tai Om Shan)	蔴輦	245 (Dd20)
Ma Wan	馬灣	42, 54, 56, 66, 239 (Dd18), 451 fn10, 452 fn12, 455 fn4
<i>see</i> Pak Pun Shan, Tang Lung Chau		
Man Uk Pin	萬屋邊	105, 390(Dd115)
Mau Tat (n/l Lamma)	--	209 (Dd4B), 212 (Dd4C)
Mau Tso Ngam	茂草岩	426 fn49
Mau Wu Tin (n/l Tai Wan)	茂湖田	349 (Dd88)
Mi Lau Shek (n/l Lamma)	--	212 (Dd4C)
Mirs Bay		41, 197 (Dd1n)
Miu Keng	廟頸	390 (Dd115)
<i>see</i> Cheung Shan Monastery		
Miu Kok Yuen Nunnery	妙覺苑	106
Miu Kung Shek (n/l Wu Kau Tang)	廟公石	276 (Dd37)
Miu Wan (n/l Lamma)	--	209 (Dd4B)
Mui Wo	梅窩	297 (Dd51), 454 fn12
<i>see</i> Pak Ngan Heung		
Nam A Tsai (n/l Lamma)	--	209 (Dd4B)
Nam A	南丫	254 (Dd23n), 453 fn18
Nam Hoi County	南海	44, 403, 455 fn5
Nam Pak Pin (n/l Lamma)	--	209 (Dd4B)
Nam Po Tau (n/l Shek Pik)	南坡頭	259 (Dd26)
Nam Shan	南山	283–284 (Dd42)
<i>see</i> Sheung Lung Tin		
Nam She	南蛇	195 (Dd1)
Nam Tau	南頭	5, 6, 7, 12, 45, 54, 227 (Dd11n), 420 fn51
Nanhai, <i>see</i> Nam Hoi		
Nantou, <i>see</i> Nam Tau		
New Kowloon		91, 123, 412 fn30, 421 fn7, 431 fn52
Ng To (n/l Kuk Po)	五肚	264 (Dd29)
Ng Tung Chai	梧桶寨	452 fn14, 15, 453 fn16
Ng Kan Wan (n/l Lamma)	--	209 (Dd4B)

Nga Tsin Wai	衙前圍	96, 103, 111–112, 113, 325 (Dd69), 432 fn6
<i>see</i> Wu Shek Chung, Sha Ho Kiu		
Nga Yiu Lung (n/l Tsuen Wan)	瓦窑龍	365 (Dd101)
Nga Yiu Tun (n/l Wo Liu)	瓦窑墩	252 (Dd23)
Ngai To (n/l Lamma)	--	209 (Dd4B)
Ngam Ha Lung (n/l Wo Hang)	岩下壠	226 (Dd11)
Ngau Tsang Tsai	--	209 (Dd4B)
Ngau Wu O (n/l Hoi Ha)	牛湖澳	329 (Dd73)
Ngoi Cheung Chau, <i>see</i> Cheung Chau		
Ngong Ping	昂平	453 fn18
Ngong Wo	昂窩	343 (Dd83), 453 fn18
<i>see</i> Wu Loi Long		
Northern District		10
O Tau	澳頭	253 (Dd23), 453 fn18
O Tsai (n/l Lamma)	--	209 (Dd4B)
Pak Kok (n/l Lamma)	--	212 (Dd4C)
(Note: two places with this name)		
Pak Kok Po (n/l Lamma)	--	207 (Dd4A)
Pak Kung Ha (n/l Ho Sheung Heung)	伯公下	316 (Dd65)
Pak Kung Ha Mun Tsin	伯公下門前	335 (Dd78)
(n/l Ho Sheung Heung)		
Pak Ngan Heung (n/l Mui Wo)	白銀鄉	297 (Dd51)
Pak Ngau Shek (Upper and Lower)	白牛石	452 14
Pak Pun Shan (n/l Ma Wan)	北盆山	239 (D18)
Pak Sha O	白沙澳	57, 144, 145, 329 (Dd73), 393 (Dd117)
Pak Shek (n/l Tai Wai)	白石	47
Pak Tin (n/l Kau Wa Keng)	白田	374 (D105)
Pan Kiu (n/l Shek Pik)	板橋	272 (Dd34)
Panyu, <i>see</i> Pun Yue		
Pau Toi Teng (n/l Shek Pik)	砲臺頂	367 (Dd103)
Pei Po Tau (n/l Shek Pik)	鼻坡頭	368 (Dd103)
Pearl River		6, 424 fn47, 449 fn9
Peng Chau	坪洲	186, 287 (Dd44), 454 fn23
<i>see</i> Tai Wan		
Philippines		405
Pin Tong Au (n/l Tai Om Shan)	邊當凹	245 (Dd20)
Ping Che	坪輦	390 (Dd115)
Ping Lik (n/l Ho Sheung Heung)	丙壠	316 (Dd65)
Ping Long	坪朗	247 (Dd20n), 452 fn14, 16
Ping Shan	屏山	45

-
- | | | |
|--|--------|--|
| Ping Yeung | 坪洋 | 390 (Dd115) |
| Po Lo Tsui (n/l Lamma) | -- | 209 (Dd4B) |
| Po Toi Sea (Lamma) | -- | 209 (Dd4B) |
| Pok Liu, <i>see</i> Lamma | | |
| Pok Liu Tung (n/l Lamma) | -- | 207 (Dd4A) |
| Pui O | 杯澳 | 119, 138, 144, 145, 148, 156, 161, 162, 164, 166, 168, 169, 186, 244 (Dd19), 249 (Dd 21), 298 (Dd52), 300 (Dd 53), 306 (Dd57), 313 (Dd62), 317 (Dd66), 318–319 (Dd67), 334 (Dd77), 447 fn8, 448 fn12 |
| <i>see</i> Teng Choi Wu, Chung Sam Tun, Sha ?Fan Pui, Ham Tin, Tuk Fai, Tsing Lung, Yung Shue Tau, Shau Kok Hang Pin, Tsing Lung Hang Pin, Kim Yue Lo Kan Kei, Uk Min Tsin | | |
| Pun Yue County | 番禺 | 44, 418 fn21, 465 fn5 |
| Queen's College | | 18, 19 |
| Sai Heung Hang Pin
(n/l Kau Wa Keng) | 西向坑邊 | 374 (Dd105) |
| Sai Kung
(including Sai Kung District,
North Saikung) | 西貢 | 10, 13, 18, 47, 54, 76, 91, 141, 173 175, 186, 247 (Dd20n), 254 (Dd23n), 344 (Dd84), 347 (Dd86n), 349 (Dd88), 357 (Dd95), 414 fn42 |
| <i>see</i> Kot Cheung | | |
| Sai Shan Keuk (n/l Lamma) | -- 207 | (Dd4A) |
| Sam Mun Tan (n/l Wo Hang) | 三門灘 | 234 (Dd16) |
| Sam Shap Kan (n/l Hong Kong) | 三十間 | 397 (Dd118) |
| Sam Tip Tam (n/l Tsuen Wan) | 三疊潭 | 359 (Dd97) |
| Sam Tsui Kok (n/l Kat Chau) | 三咀角 | 397 (Dd118) |
| Sam Tung Uk | 三棟屋 | 374 (Dd105 inc. n) |
| Sanjuiiao, <i>see</i> Sam Tsui Kok | | |
| San On County
<i>also called</i> Po On 寶安 | 新安縣 | 5, 9, 35, 42, 43, 44–46, 48, 49, 60 64, 73, 74, 195 (Dd1), 285 (Dd44), 409 fn4, 415 fn4, 420 fn55, 422 fn24, 430 fn44, 451 fn7, 452 fn12 |
| San Tin | 新田 | 29, 54, 228 (Dd13), 239 (Dd18) 423 fn27 |
| <i>see</i> San Wai, Chung Sam Lok, Sha Wu Lung Hau | | |
| San Tong | 新塘 | 452 fn14, 453 fn16 |
| San Wai (n/l San Tin) | 新圍 | 228 (Dd13) |
| Sha? Fan Pui (n/l Pui O) | 沙?背 | 249 (Dd21) |
| Sha Ho Kiu (n/l Nga Tsin Wai) | 沙河橋 | 323 (Dd69) |
| Sha Po | 沙埔 | 323 (Dd69) |

- | | | |
|---|-------|--|
| Sha Kok Mei | 沙角尾 | 47, 343 (Dd83) |
| Sha Tau (n/l Tai Wai) | 沙頭 | 47 |
| Sha Tau Kok | 沙頭角 | 10, 29, 63, 107, 108, 231 (Dd14), 259 (Dd 25n), 391 (Dd115n), 411 fn18, 418 fn22, 445 fn27, 456 fn8 |
| <i>see</i> Shiu Fui Shan | | |
| Sha Tin (including Sha Tin District) | 沙田 | 10, 45, 59, 62, 83, 86, 130, 217 (Dd6n), 349 (Dd115n), 409 fn5, 414 fn42, 417 fn12, 422 fn21, 429 fn30, 430 fn33, 432 fn6, 436 fn9, 443 fn10, 456 fn8 |
| Sha Tin Wai | 沙田圍 | 424 fn14 |
| Sha Wu Lung Hau (n/l San Tin) | 沙芋龍口 | 239 (Dd18) |
| Shak Ku Wan (n/l Lamma) | -- | 209 (Dd4B) |
| Sham Chun | 深圳 | 6, 10, 12, 14, 52, 56, 75, 76, 82, 229 (Dd13n), 238 (Dd17n), 435 fn32 |
| (Including Sham Chun River) | | |
| Sham Shui Po | 深水埗 | 12, 105 |
| Sham Tseng | 深井 | 291 (Dd47) |
| Sham Wan (n/l Lamma) | -- | 209 (Dd4B) |
| Shan Kok Tau Hang Pin (n/l Pui O) | 山角頭坑邊 | 317 (Dd66) |
| Shan Liu | 山寮 | 453 fn18 |
| Shan Ha Wai | 山廈圍 | 66, 432 fn6 |
| <i>also known as</i> Tsang Tai Uk | 曾大屋 | |
| Shan Ti Tong (n/l Lamma) | -- | 212 (Dd4C) |
| Shanghai | 上海 | 405, 424 fn46 |
| Shap Long | 十郎 | 122, 145, 186, 217 (Dd7), 220 (Dd8) |
| Shap Sze Heung | 十四鄉 | 54–55, 56, 57, 428 fn12 |
| Shau Chung Shue (n/l Kau Wa Keng) | 壽松樹 | 374 (Dd105) |
| Shau To Fai (n/l Kau Wa Keng) | 壽桃塊 | 374 (Dd105) |
| She Tsuk (n/l Tap Mun) | 蛇粥 | 196 (Dd1) |
| Shek Chung Au | 石涌凹 | 75 |
| Shek Li (n/l Lamma) | -- | 209 (Dd4B), 212 (Dd4C) |
| Shek Pai Wan (n/l Lamma) | -- | 209 (Dd4B) |
| Shek Pik | 石碧 | 48, 75, 119, 122, 125, 138, 140, 142, 144, 145, 162, 164, 174, 186, 187, 216 (Dd6n), 259 (Dd26), 263 (Dd28), 268 (Dd32), 270 (Dd 33), 272 (Dd34), 280–281 (Dd40), 290 (Dd46), 304 (Dd55), 308 (Dd58), 350–351 (Dd89), 354 (Dd93), 367–368 (Dd103), 371 (Dd104 inc. n), 379 (Dd107), 445 fn27, 448 fn12, 456 fn12 |
| <i>see</i> Nam Po Tau, Tsing Lung, Pan Kiu, Kwong Pui, Tai Him, Ting Tau, Pau Toi Teng, Lung Hau Po Tau, Wo Liu Tei Tong, Hong Hau, Tei Po Tau, Tsing Lung Sha Po | | |

- Shek Pik (n/l Kau Wa Keng) 石壁 374 (Dd105), 454 fn2
- Shek Shun, *see* Fan Lau
- Shek Toi (n/l Lamma) -- 212 (Dd4C)
- Shenzhen, *see* Sham Chun
- Sheung Kok Shan (n/l Lo Wai) 上角山 332 (Dd75)
- Sheung Lung Tin (n/l Nam Shan) 上壠田 285 (Dd43)
- Sheung Shui 上水 54, 57, 186, 187, 245 (Dd20n), 252–253 (Dd23), 392–393 (Dd118), 425 fn59
- Sheung Wo Hang 上禾坑 66, 101, 106, 108, 434 fn21, 435 fn30
- Shing Teng (n/l Wu Kau Tang) 勝頂 258 (Dd25)
- Shiu Fui Shan (n/l Sha Tau Kok) 燒灰山 231 (Dd14)
- Shiu Hang Hau (n/l Lamma) -- 207 (Dd4A)
- Shiu Nam A (n/l Lamma) -- 209 (Dd4B)
- Shiu Wan (n/l Lamma) -- 209 (Dd4B)
- Shui Hau 水口 275 (Dd36), 358 (Dd96), 456 fn12
- see* Yung Shue Ha, Kau Kwa Lau, Long Tin
- Shui Long Road (n/l Wo Liu) 水浪路 262 (Dd23)
- Shui Ngau O (n/l Hoi Ha) 水牛澳 329 (Dd73)
- Shui Wo 水窩 452 fn14, 453 fn16
- Sing Lei Pin (n/l Keung Shan) 姓李邊 337 (Dd79)
- Siu Om Shan 小菴山 452 fn14, 15
- So Shi Tsui (n/l Lamma) -- 209 (Dd4B)
- Sze She Lung (n/l Wo Hang) 四蛇壠 295 (Dd50)
- Sze To (n/l Kuk Po) 四肚 264 (Dd29)
- Ta Kwu Ling 打鼓嶺 10, 105, 411 fn21
- Tai Chow Sea (Lamma) -- 209 (Dd4B)
- Tai Fai (n/l Kau Wa Keng) 大塊 374 (Dd105)
- Tai Ham (n/l Kau Wa Keng) 大咸 374 (Dd105)
- Tai Hang Wan (n/l Wo Hang) 大坑灣 227 (Dd12)
- Tai Him (n/l Shek Pik) 大坎 304 (Dd55)
- Tai Hom 大壩 362 (Dd99)
- see* Tai Kwun Yuen
- Tai Kok Tung Sai (n/l Lamma) -- 209 (Dd4B)
- Tai Kwun Yuen (n/l Tai Hom) 大觀園 362 (Dd99)
- Tai Long (Lantau) 大浪 162, 164, 320 (Dd68), 448 fn12, 456 fn12
- see* Yung Shue Tau, Wan Fai
- Tai Long (Mirs Bay) 大浪 195 (Dd1)
- Tai Long (Wo Hang area) 大朗 107
- Tai Min Pai Po No Shek (n/l Lo Wai) 大面排部腦石 332 (Dd75)
- Tai Mong Tsai 大網仔 381
- Tai Nam A (n/l Lamma) -- 209 (Dd4B)

- | | | |
|---|------|--|
| Tai O | 大澳 | 12, 129, 186, 282 (Dd41), 283–284 (Dd42), 338 (Dd79n), 347 (Dd86n), 373 (Dd104n), 412 fn26, 456 fn12, 13 |
| <i>see</i> Wang Hang | | |
| Tai Om | 大崙 | 452 fn16 |
| Tai Om Shan | 大崙山 | 41, 63, 122, 187, 245 (Dd20), 254 (Dd23n), 394 (Dd117n), 452 fn14, 15, 16 |
| <i>see</i> Ling Fan Tat, To Tso Yuen Au, Ma Tse, Pin Tong Au, Chat Tat Au | | |
| Tai Pan Teng (n/l Kau Wa Keng) | 泰彬頂 | 374 (Dd105) |
| Tai Pang | 大鵬 | 6, 409 fn6 |
| Tai Ping (n/l Lamma) | -- | 212 (Dd4C) |
| Tai Po (Lantau) | 底埔 | 198 (Dd2) |
| Tai Po (n/l Hoi Ha) | 大埔 | 326 (Dd71), 345 (Dd85) |
| Tai Po (including Tai Po District) | 大埔 | 10, 12, 18, 32, 41, 63, 91, 412 fn27, 28 |
| Tai Po Tau | 大埔頭 | 10, 419 fn36 |
| Tai Shek Kwu (n/l Tsing Yi) | 大石古 | 333 (Dd76) |
| Tai Shiu Tan (n/l Lamma) | -- | 207 (Dd4A) |
| Tai Siu Nam A (n/l Lamma) | -- | 207 (Dd4A) |
| Tai Shui Hang | 大水坑 | 62 |
| Tai Tat Chat (n/l Kau Wa Keng) | 大凸七 | 374 (Dd105) |
| Tai Ting (n/l Lamma) | -- | 212 (Dd4C) |
| Tai Tong (n/l Lamma) | -- | 212 (Dd4C) |
| Tai Tong Wu | 大塘湖 | 391 (Dd115n) |
| Tai Tsuk Hang Lung (n/l Wo Hang) | 大竹坑壠 | 226 (Dd11) |
| Tai Wai (n/l Tsing Yi) | 大圍 | 352 (Dd90) |
| Tai Wai (Sha Tin) | 大圍 | 47, 63, 83, 86, 104, 425 fn52, 429 fn30, 430 fn33, 434 fn17, 18, 438 fn61 |
| Taiwan (Island) | 臺灣 | 8, 35 |
| Tai Wan (n/l Lamma) | -- | 209 (Dd4B) |
| Tai Wan (Sai Kung) | 大環 | 399 (Dd88), 453 fn18 |
| <i>see</i> Kin Kwong Tse, Lung Keng Tsai, Mau Wu Tin | | |
| Tai Wan (n/l Ping Chau) | 大灣 | 287 (Dd44) |
| Tai Wan Po (n/l Lamma) | -- | 207 (Dd4A) |
| Tai Wan Mei (n/l Cheung Chau) | 大灣尾 | 256 (Dd24) |
| Tai Wo To (n/l Tsing Yi) | 大窩肚 | 331 (Dd74) |
| Tai Yuen (n/l Ho Sheung Heung) | 大園 | 237 (Dd17) |
| Tam Kon Sea (Lamma) | -- | 209 (Dd4B) |
| Tan Tsuk Hang (n/l Wu Kau Tang) | 丹竹坑 | 258 (Dd25) |
| Tan Ka Wan | 蛋家灣 | 195 (Dd1) |
| Tan Mei (n/l Tap Mun) | 彈尾 | 195 (Dd1) |
| Tang Lung Chau (n/l Ma Wan) | 燈籠洲 | 239 (Dd18) |
| Tap Lok Ling Au (n/l Wu Kau Tang) | 塔落嶺凹 | 252 (Dd27) |

- Tap Mun 塔門 163, 195 (Dd1), 326 (Dd70n)
see Che Wan, She Tsuk, Tan Mei, Yeung Tong, Tin Hau Temple
- Temple of Literature (San On) 文廟 239 (Dd18), 452 fn12
- Teng Sheung Tai Yi (n/l Kau Wa Keng) 頂上第二 374 (Dd105)
- Teng Shue Tau (n/l Kau Wa Keng) 釘樹頭 374 (Dd105)
- Teng Shue Wo (n/l Kau Wa Keng) 釘樹窩 374 (Dd105)
- Tin Hau Temple (Lam Tsuen) 天后廟 425 fn59
- Tin Hau Temple (Nga Tsin Wai) 天后廟 112
- Tin Hau Temple (Tap Mun) 天后廟 195 (Dd1)
- Tin Hau Temple (Yung Shue Wan) 天后廟 214 (Dd4n)
- Tin Liu 田寮 42, 59, 122, 241 (Dd18n)
- Tin Liu Ha 田寮下 247 (Dd20n), 452 fn14
- Tin Sam 田心 103, 435 fn37
- Ting Tau (n/l Shek Pik) 艇頭 367 (Dd103)
- Tolo Harbour 259 (Dd25n)
- To Ping Ting (n/l Tsing Yi) 挑坪頂 333 (Dd76)
- To Tau Fai (n/l Kau Wa Keng) 肚兜塊 374 (Dd105)
- To Tso Yuen Au (n/l Tai Om Shan) 挑租園凹 245 (Dd20)
- Toi Shek (n/l Lamma) -- 209 (Dd4B)
- Tong Choi Wu (n/l Pui O) 塘菜湖 244 (Dd19)
- Tong Fuk 塘福 122
- Tsim Sha Tsui 尖沙嘴 451 fn1
- Tsing Fai Tong 清快塘 291 (Dd47), 437 fn49
- Tsing Kin (n/l Hoi Ha) 正峴 329 (Dd73)
- Tsing Lung (n/l Pui O) 正壠 306 (Dd57)
- Tsing Lung (n/l Shek Pik) 正隆 263 (Dd28)
- Tsing Lung Sha Po (n/l Shek Pik) 正隆沙埗 272 (Dd34)
- Tsing Lung Hang Pin (n/l Pui O) 正壠坑邊 317 (Dd66)
- Tsing Yi 青衣 55, 56, 174, 185, 187, 331 (Dd74),
 333 (Dd76), 352 (Dd90), 353 (Dd91),
 354 (Dd92), 355 (Dd94), 434 fn21
see Tai Wo To, Fung Shue Wo, To Ping Ting, Tai Shek Kwu, Yeung Keuk, Sheung
 Yeung, Tai Wai, Nga Yiu Long, Kwu Hang
- Tso Wo Hang 早禾坑 453 fn18
- Tsoi Yuen 菜園 374 (Dd105)
- Tsuen Wan (n/l Kau Wa Keng) 荃灣 10, 13, 133, 143, 162, 169, 170, 174,
 185, 187, 241 (Dd18n), 291 (Dd47n),
 331 (Dd74n), 332 (Dd75), 334 (Dd76n),
 339 (Dd81), 340 (Dd82), 347 (Dd86),
 359 (Dd97), 363 (Dd100), 365 (Dd101),
 366 (Dd102), 377 (Dd105n), 401, 414
 fn44, 434 fn21, 449, fn7
- see* Hoi Chung Pa, Sam Tip Tam, Fu Yung Shan

Tsuk Shan Lung (n/l Wo Hang)	竹山龍	222 (Dd9)
Tsz Fuk Monastery (Tung Kwun)	資福寺	54
Tuen Mun	屯門	29, 388 (Dd114)
<i>see</i> Castle Peak Monastery		
Tuk Fai (n/l Pui O)	獨塊	306 (Dd57)
Tung Chung	東涌	7, 64, 198–199 (Dd2), 360 (Dd98)
<i>see</i> Tung Chung Hang, Luk Mau Ping		
Tung Chung Hang (n/l Tung Chung)	東涌坑	360 (Dd98)
Tung Kwun County	東莞縣	6, 48, 54, 75, 195 (Dd1), 214 (Dd5), 287 (Dd44)
Tung O (n/l Lamma)	--	212 (Dd4C)
Tung Ping Chau	東平洲	41
Tung Sai Chung, <i>see</i> Tung Chung		
Tung Shan Kok (n/l Lamma)	--	212 (Dd4C)
Tung Wan Tsai (n/l Lamma)	--	209 (Dd4B)
Uk Min Tsin (n/l Pui O)	屋面前	334 (Dd77)
Uk Tau	屋頭	414 fn44
Ün Kok Tau Tung Sai (n/l Lamma)	--	209 (Dd4B)
Victoria Harbour		278 (Dd38n)
Wai Chow Prefecture	惠州府	256 (Dd24)
Wan Chai Po (n/l Lamma)	--	207 (Dd4A)
Wan Fai (n/l Tai Long)	灣塊	320 (Dd68)
Wan Ha (n/l Lamma)	--	207 (Dd4A)
Wan Ka Ching (n/l Lamma)	--	207 (Dd4A)
Wang Hang (n/l Tai O)	橫坑	281 (Dd40)
Wang Lung Tai Yi (n/l Kau Wa Keng)	橫籠第二	374 (Dd105)
Wo Hang	禾坑	48, 63, 75, 79, 96, 104, 106, 108, 109, 110–111, 113, 185, 222 (Dd8n), 222–223 (Dd9), 224 (Dd10), 226 (Dd11), 227 (Dd12), 233 (Dd15), 234–235 (Dd16), 264 (Dd29 inc. n), 295 (Dd50), 378 (Dd106), 391 (Dd115n), 425 fn56, 427 fn8, 433 fn6, 437 fn49, 451 fn5, 6
<i>see</i> Loi Tung Kong Pui, Ngam Ha Lung, Tai Tsuk Hang Lung, Tai Hang Wan, Tsuk Shan Lung, Yuen Ling Tai, Kat Tsai Lam, Sam Mun Tan, Ying Pun, Sze She Lung, Shin Po Shek, Wo Hang Hau, Ha Shap Tsz Lo, Sheung Wo Hang, Ha Wo Hang		
Wo Hang Hau (n/l Wo Hang)	禾坑口	295 (Dd59)
Wo Keng Shan	禾徑山	391 (Dd115n)
Wo Liu	禾寮	63, 187, 252–253 (Dd23), 344 (Dd83n)
<i>see</i> Nga Yiu Tun, Wo Tong Ling, Long Keng Au, Shui Long Road		

- | | | |
|---|------|--|
| Wo Liu Tei Tong (n/l Shek Pik) | 禾寮地塘 | 368 (Dd103) |
| Wo Tong Ha (n/l Ma Tseuk Ling) | 禾塘下 | 223 (Dd9) |
| Wo Tong Tsai (n/l Hoi Ha) | 禾塘仔 | 329 (Dd73) |
| Wo Tong Tsai (n/l Kau Wa Keng) | 禾塘仔 | 374 (Dd105), 452 fn2 |
| Wo Tong Ling (n/l Wo Liu) | 禾塘嶺 | 252 (Dd23) |
| Wong Chuk Kok (n/l Lamma) | -- | 209 (Dd4B) |
| Wong Chuk Wan | 黃竹灣 | 453 fn18 |
| Wong Chuk Yeung | 黃竹洋 | 62, 63, 66, 425 fn51, 52, 53, 54, 432 fn6 |
| Wong Nai Chung | 黃泥涌 | 450 fn1 |
| Wong Pui Ling | 黃貝嶺 | 79 |
| Wong Kong | 皇崗 | 230 (Dd13n) |
| Wu Kai Sha | 烏龜沙 | 54–55, 423 fn31, 32 |
| Wu Kau Tang | 烏蛟騰 | 75, 119, 130, 139, 144, 145, 161, 162, 185, 258 (Dd25), 262 (Dd27), 265–266 (Dd30), 265–266 (Dd31), 274 (Dd35), 276 (Dd37), 294 (Dd39), 293 (Dd48), 294 (Dd49), 302 (Dd54), 305 (Dd56), 310 (Dd59), 311 (Dd60), 312 (Dd61), 314 (Dd63), 315 (Dd64), 392 (Dd116n), 436 fn4, 442 fn8, 444 fn18 |
| <i>see</i> Kwo Tsz Fu, Shing Teng, Chue Kwu Nim, Tan Tsuk Hang, Yuen Ling Tsai, Fei Yeung Hang, Tap Lok Ling Au, Lin Tsui Tai Sze, Yau Shui Sheung Mei, Ying Yan Shek, Miu Kung Shek, Kwo Kan | | |
| Wu Loi Long (n/l Ngong Wo) | 芋來朗 | 343 (Dd83) |
| Wu Shek Chung (n/l Nga Tsin Wai) | 烏石涌 | 323 (Dd69) |
| Wu Yeung (n/l Tsing Yi) | 湖洋 | 352 (Dd90) |
| Wu To (n/l Kau Wa Keng) | 湖肚 | 374 (Dd105) |
| Xinan, <i>see</i> San On | | |
| Yangtse River | | 34 |
| Yantian, <i>see</i> Yim Tin | | |
| Yaumatei | 油麻地 | 13, 18 |
| Yau Shui Sheung Mei (n/l Wu Kau Tang) | 酉水箱尾 | 265 (Dd30) |
| Yau Yue Wan | 魷魚灣 | 214 (Dd5), 251 (Dd22) |
| Yeung Tong (n/l Tap Mun) | 仰塘 | 196 (Dd1) |
| Yeung Keuk (n/l Kau Wa Keng) | 秧腳 | 374 (Dd105) |
| Yeung Keuk (n/l Tsing Yi) | 秧腳 | 352 (Dd90) |
| Yim Tin | 鹽田 | 434 fn14 |
| Ying Pun (n/l Wo Hang) | 營盤 | 288–289 (Dd45) |
| Ying Yan Shek (n/l Wu Kau Tang) | 應仁石 | 266 (Dd31), 274 (Dd35), 302 (Dd54) |
| Yuen Chau Kok | 元洲角 | 434 fn14 |

Yuen Ling Tsai (n/l Wu Kau Tang)	員零仔	258 (Dd25)
Yuen Ling Tsai (n/l Wo Hang)	員零仔	222 (Dd9)
Yuen Long	元朗	10, 12, 14, 18, 32, 52, 56, 78, 82, 91
(including Yuen Long District)		105, 291 (Dd47n), 401, 412 fn26, 28
Yuen Yuen Institute (Tsuen Wan)	玄圓學院	359 (Dd97)
Yung Shue Ha (n/l Shui Hau)	榕樹下	275 (Dd36)
Yung Shü Ha (n/l Lamma)	--	212 (Dd4C)
Yung Shü Long (n/l Lamma)	--	212 (Dd4C)
Yung Shue Tau (n/l Tai Long)	榕樹頭	320 (Dd68)
Yung Shue Tau (n/l Pui O)	榕樹頭	313 (Dd62)
Yung Shü Wan (n/l Lamma)	-- 209	(Dd4B)
Yung Shü Wan Po (n/l Lamma)	-- 207	(Dd4A)